

**RENEWAL AND AMENDMENT TWO TO AGREEMENT
BETWEEN CITY OF AUSTIN AND TRAVIS COUNTY
FOR EMERGENCY MEDICAL SERVICES**

This Renewal and Amendment Two to the Agreement between the City of Austin and Travis County for Emergency Medical Services executed by both parties in September, 2009, is entered into by the following parties: the City of Austin, a Texas municipal corporation, ("City") and Travis County, ("County").

RECITALS

City and County developed an Emergency Medical Services System that provides services throughout the entire geographic area of the City of Austin and Travis County.

City and County entered into an Agreement between the City of Austin and Travis County for Emergency Medical Services for the fiscal year 2009 that was effective retroactively on October 1, 2008 ("FY 2009 Agreement").

City and County renewed and amended the FY 2009 Agreement, for a one year term beginning October 1, 2009, and ending September 30, 2010.

City and County wish to renew Amendment One, for a one year term beginning October 1, 2010, and to amend it as described below.

City and County are authorized to enter into this Renewal and Amendment Two in all respects by TEX. GOV'T. CODE ANN., ch. 791.

AGREEMENT TO RENEW AND AMEND FY 2009 AGREEMENT

The parties agree to amend the Amendment One, as follows:

1. ACKNOWLEDGEMENTS: City and County acknowledge that each party has continued to provide services, that are described in the Amendment One, to the other party under Section 13.13.4 Holdover Term, since termination of Amendment One on September 30, 2010. The parties acknowledge that, as used in this document, the term "Amendment One" means the FY 2009 Agreement, as amended by Amendment One and the term "Amendment Two" means the FY 2009 Agreement, as amended by Amendment One and this Amendment Two. The provisions from the FY 2009 Agreement relate to the true-up of expenses and fees for the period October 1, 2008 to September 30, 2009. The provisions from Amendment One relate to the true-up of expenses and fees for the period October 1, 2009 to September 30, 2010.

2. RENEWAL OF AMENDMENT ONE AS AMENDED: City and County are approving the renewal of Amendment One as amended, for a term of one year commencing October 1, 2010 and ending September 30, 2011, subject to the amendments described in this Renewal and Amendment Two.

3. STATUS AND AMENDMENT OF AMENDMENT ONE INCLUDING EXHIBITS:

3.1 Effective dates of FY 2009 Agreement and Amendment One: The FY 2009 Agreement is and remains effective for all purposes including performance of services and accounting for expenses related to the period from October 1, 2008 to September 30, 2009 inclusive. Amendment One is and remains effective for all purposes including performance of services and accounting for expenses related to the period from October 1, 2009 to September 30, 2010 inclusive. The FY 2009 Agreement and all Exhibits attached to it remains effective for the purpose of evaluating performance of services, payments by County, accounting of expenses and fees, and implementation of the provisions requiring true-up of expenses and fees for the period October 1, 2008 to September 30, 2009. Amendment One, and all Exhibits attached to it remains effective for the purpose of evaluating performance of services, payments by County, accounting of expenses and fees, and implementation of the provisions requiring true-up of expenses and fees for the period October 1, 2009 to September 30, 2010.

3.2 Changes Effective in Amendment Two The following changes to Amendment One become effective during the term of Amendment Two as noted:

3.2.1 Effective October 1, 2010, sections 4.4.2 **STAR Flight**, 4.7.2 **STAR Flight Patient Fees**, and 4.7.4 **STAR Flight Billing** are deleted in full without replacements and without renumbering subsequent sections.

3.2.2 Effective October 1, 2010, sections 4.7.5 Collections, 4.7.6 Collected Revenue Reporting and 4.7.7 Payment to County are deleted and the following subsections are inserted in their place:

4.7.5 Collections. City shall collect the fees owed to County for all ground patients treated in Suburban County and continue to accept fees for all **STAR Flight** transports tendered to City 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 billed, and the total amount of revenue collected during the previous calendar month from ground patients treated in Suburban County and total amount of revenue collected during the previous calendar month for all **STAR Flight** transports occurring and billed before October 1, 2010, 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 during a calendar month by the thirtieth day of the following month, from ground

transport patients treated in Suburban County and for all **STAR Flight** transports occurring and billed before October 1, 2010 that are tendered to City The amount paid shall be based on the total amount in the statement issued in accordance with Section 4.7.6.

3.2.3 Effective October 1, 2010, section 4.11 Custodians of **STAR Flight** Records is deleted and the following subsection is inserted in its place:

4.11 Custodian of **STAR Flight** Records City shall be the custodian of records it generates or has generated for billing and collection 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 **STAR Flight** Program Director. If County receives a request for billing records about **STAR Flight** for which City is the custodian, 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 these billing records about **STAR Flight**.

3.2.4 Effective October 1, 2010, section 5.2.4 Records for Patient Billing is deleted in full without replacement and without renumbering subsequent sections.

3.2.5 Effective October 1, 2010, section 8.7.5 County Retention of and City Access to **STAR Flight** Records for Services Before October 1, 2010 is deleted and the following subsection is inserted in its place:

8.7 County Retention of and City Access to **STAR Flight** Records for Services Before October 1, 2010. County shall maintain the original documentation about the maintenance and operations of **STAR Flight** before October 1, 2010 and personnel records of the County employees assigned to **STAR Flight** before October 1, 2010 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** before October 1, 2010, 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.

3.2.6 Effective October 1, 2010, section 9.3 Payments by County is deleted and the following subsection is inserted in its place:

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 services and for **STAR Flight** services before October 1, 2010, 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.

3.2.7 Effective October 1, 2010, section 9.7 True-Up for EMS Payments is deleted and the following subsection is inserted in its place:

- 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 in the Agreement for the initial year of the contract.

The true-up for ground services shall be performed in accordance with the true-up formula for ground services set forth in Exhibit C-1 in the Amendment One for the first renewal term of the contract from October 1, 2009 to September 30, 2010.

City and County shall work together to examine billing issues from 2009 to 2010 that may have impacted the billing and collection of **STAR Flight** revenue and other revenues and determine whether a specific financial impact can be identified, and quantified through calculations and the application of formulas.

The true-up for ground services shall be performed in accordance with the true-up formula for ground services set forth in Exhibit C-2 in this Amendment Two for the second renewal term of the contract from October 1, 2010 to September 30, 2011.

The true-up for **STAR Flight** services from October 1, 2009 to September 30, 2010 shall be performed in accordance with the true-up formula for **STAR Flight** services set forth in Exhibit C-1 in Amendment One. The true-up for **STAR Flight** services from October 1, 2010 to September 30, 2011 shall be performed in accordance with the true-up formula for **STAR Flight** services set forth in Exhibit C-2 in Amendment Two. 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 services and **STAR Flight** services properly

incurred against the City's EMS Budget for the 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.

3.2.8 Effective October 1, 2010, section 11.7 Casualty Insurance Proceeds is deleted and the following subsection is inserted in its place:

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 shall be used by City or County to repair the damages and replace the property or equipment used by Austin-Travis County EMS 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.

3.2.9 Effective October 1, 2010, section 13.13.4 Holdover Term is deleted and the following subsection is inserted in its place:

13.13.4 Holdover Term. If this Agreement has not been renewed or renegotiated when the current term expires, including the final term when no additional renewals exist, and City Council and Commissioners Court wish to continue the services and activities described in this Agreement while a renewal term or replacement agreement 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 or new contract for replacement 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.

3.2.10 Effective October 1, 2010, section 13.16 Survival of Terms by County is deleted and the following subsection is inserted in its place:

13.16 Survival of Terms. If this Agreement is terminated, County's obligations under the appropriate 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 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.

3.3 Exhibits Effective Between October 1, 2010 and September 30, 2011:

3.3.1 FY 2009 Agreement Exhibits in Effect: Exhibit F – FY 2009 Travis County First Responder Organization Agreement attached to the FY 2009 Agreement is and remains effective for all purposes including performance of services and accounting for expenses related to the period from October 1, 2010 to September 30, 2011 inclusive.

3.3.2 Exhibits Amended for Fiscal Year 2011: The Exhibits which are listed below and attached to this Renewal and Amendment Two are effective for evaluating performance of services, payments by County, accounting of expenses and fees, and implementation of the provisions requiring true-up of expenses and fees for the period from October 1, 2010 through September 30, 2011 .

Exhibit	A-2	FY 2011 Suburban County Station Locations
Exhibit	B-1	FY 2011 Inventory of County-Owned Vehicles in City Possession
Exhibit	C-2	FY 2011 Financial Formulas and Fees
Exhibit	D-2	FY 2011 Performance Measures and Reports
Exhibit	E-2	FY 2011 Travis County First Responder Training and Other Services

4. SCHEDULE AND STRUCTURE FOR NEGOTIATION OF REPLACEMENT AGREEMENT City and County acknowledge that this Amendment Two ends on September 30, 2011 without provision for further renewals. By February 1st, 2011 the City EMS Director and the County EMS Manager shall develop and agree upon a timeline and program structure to negotiate a replacement agreement that will go into effect on October 1, 2011.

5. INCORPORATION OF FISCAL YEAR 2010 AGREEMENT AS AMENDED: City and County hereby incorporate Amendment One into this Amendment Two. Except for the changes made in this Amendment Two, City and County hereby ratify all of the terms and conditions of Amendment One and agree that they shall continue in effect throughout the term of this Amendment Two.

6. EFFECTIVE DATE: Following approval by both the Travis County Commissioners Court and the City of Austin City Council, this Amendment Two is effective October 1, 2010.

CITY OF AUSTIN

By: _____
Marc Ott, City Manager

Date: _____

TRAVIS COUNTY

By: _____
Samuel T. Biscoe, County Judge

Date: _____

EXHIBIT A-2
FY 2011 City and Suburban County Station and Post Locations,
City Peak Load Units and Rescue Units
For FY 2011

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 Manor	400 West Parsons Street Manor, Texas 78653	Travis County & City of Manor
EMS 24 South-East Travis County (location for EMS 24 is temporary)	5412 Hwy. 183 South Austin, Texas 78704	Travis County
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 32 South-West Travis County	3621 RM 620 South Austin, Texas 78738	Temporary Station City of Austin*
EMS 36 North-East Travis County	No station location at this time	

* - The facility that will act as the temporary location for EMS 32 is a City of Austin facility. For the purposes of Exhibit A EMS 32 is a County Unit. EMS 32 is considered a County Unit 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 Ablandado	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 29	12711 Harris Glen	City of Austin
EMS 30	2454 Cardinal Loop	City of Austin
EMS 31	11401 Escarpment	City of Austin
EMS 34	9421 Spectrum Dr.	City of Austin
EMS 35 – Peakload Unit	11265 Harris Branch Parkway	City of Austin
EMS Med-Rescue 1	3616 South 1 st Street	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-1
FY 2011 Inventory of County-Owned Vehicles
in City Possession for Use in EMS System

Vehicles in Possession by City as of October 1, 2010					
ATCEMS Vehicle ID	Tx License	Chassis Year	Make	Vehicle Type and Color	Primary Assignment
00E004TC*	779-981	2000	International	Ambulance (White)	EVOC Driver Training
01E500TC*	823-832	2001	Freightliner	Ambulance (Yellow)	EVOC Driver Training
02E501TC*	842-479	2002	Freightliner	Ambulance (Yellow)	EVOC Driver Training
05E806TC	208-992	2005	International	Ambulance (Yellow)	Reserve
05E807TC	208-993	2005	International	Ambulance (Yellow)	Reserve
05E808TC	208-994	2005	International	Ambulance (Yellow)	Rotates at County Stations
06E705TC	1000-367	2006	International	Ambulance (Yellow/Blue)	Rotates at County Stations
06E706TC	1000-366	2006	International	Ambulance (Yellow/Blue)	Rotates at County Stations
06E707TC	1000-368	2006	International	Ambulance (Yellow/Blue)	Rotates at County Stations
08E809TC	1027021	2008	International	Ambulance (Yellow/Blue) Wrecked (City Replacement on order; January 2011 delivery anticipated)	Rotates at County Stations
08E810TC	1027020	2008	International	Ambulance (Yellow/Blue)	Rotates at County Stations
09E819TC	1046117	2009	International	Ambulance (Yellow/Blue)	Rotates at County Stations
09E820TC	1057678	2009	International	Ambulance (Yellow/Blue)	Rotates at County Stations
08E830TC	1026773	2008	Ford	Response Support Vehicle (Yellow) F350 Pickup Truck	Operations Supervisor
08E831TC	1026774	2008	Ford	Response Support Vehicle (Yellow) F350 Pickup Truck	Operations Supervisor
08E832TC	1046288	2008	Ford	Response Support Vehicle (Yellow) F350 Pickup Truck	Operations Supervisor
10E911TC	1070862	2010	Ford F450	Ambulance (Yellow/Blue)	Rotates at County Stations
10E912TC	1070861	2010	Ford F450	Ambulance (Yellow/Blue)	Rotates at County Stations
10E913TC	1081871	2008	Dodge Sprinter	Ambulance (Yellow/Blue)	Special Events
02E015TC	826-933	2002	Ford	Response Support Vehicle (Yellow)	First Responder Training
05A719TC	880-924	2005	Chevrolet	Suburban (White)	Office of the Medical Director
08E838TC	1046087	2008	Ford	Expedition (White)	Office of the Medical Director

*Unit Number 00E004TC, 01E500TC and 02E501TC are no longer licensed by the State of Texas as ambulances. They are being used by the City for training purposes only.

In addition to the vehicle assets listed in this exhibit, the County has purchased 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.

Vehicles Returned to County by City as of October 1, 2010					
ATCEMS Vehicle ID	Tx License Number	Chassis Year	Make	Vehicle Type and Color	Primary Assignment
00E001TC	773-248	2000	International	Ambulance (White)	Returned to County
02E502TC	842-478	2002	Freightliner	Ambulance (Yellow)	Returned to County
02E016TC	826-932	2002	Ford	Urban Command Vehicle (Yellow)	Returned to County

EXHIBIT C-2

FY 2011 Financial Formulas and EMS Fees

C. 1 EMS Fees for FY 2011

The second renewal term of the FY 2009 Agreement is October 1, 2010, through September 30, 2011 (2011 Renewal Term). For the 2011 Renewal Term there are two components to the fees under this Agreement: the Ground EMS Fee and the *STAR Flight* Fee.

The FY 2011 Annual Ground EMS Fee, based on the formula outlined in Section C.2 below, equals eleven million, nine hundred thirty seven thousand, and two hundred, fifty three dollars and no cents (\$11,937,253.00) The FY 2011 Monthly Ground EMS Fee equals one twelfth of the Annual round EMS Fee which is nine hundred ninety four thousand, seven hundred and seventy one dollars and eight cents (\$994,771.08).

The FY 2011 Annual *STAR Flight* Fee, based on the formula outlined in Section C.8 below, equals twenty thousand, seven hundred dollars and no cents (\$20,700.00) and the FY 2011 Monthly *STAR Flight* Fee equals one twelfth of the Annual *STAR Flight* Fee, which is one thousand, seven hundred twenty five dollars (\$1,725.00).

County and City acknowledge that the execution of this Amendment Two is occurring after the effective date of the 2011 Renewal Term and that, since October 1, 2010, City has not submitted billing statements to County for the 2011 Renewal Term Upon execution of this Amendment Two, City shall submit billing statements to County for an amount equal to the Monthly Ground EMS Fee plus the Monthly *STAR Flight* Fee multiplied by the number of months or partial months from October 1, 2010 until the date of execution of this Amendment Two. County shall submit payments for this billing statement in compliance with the FY 2009 Agreement.

For the remaining months of the 2011 Renewal Term, in accordance with Section 9 of the FY 2011 Amendment, City shall submit billing statements to County for the FY 2011 Monthly Ground EMS Fee and the FY 2011 Monthly *STAR Flight* Fee and County shall pay in compliance with the Amendment Two.

C.2 Financial Formula for FY 2011 Annual Ground EMS Fee.

The Annual Ground EMS Fee is based on two components: (1) the direct service fee and (2) the application of the administrative rate to the direct service fee.

1. Direct Service Fee Components

a. Formulas

For EMS services provided during FY 2011, the direct service portions of the Annual Ground EMS Fee is calculated based on the application of the following formula to the FY 2011 Approved Budget for the City of Austin's EMS General Fund Non-Administrative Budget. The expenditures outlined in this formula do not include City *STAR Flight* expenditures which are described in Section C.8 of this Exhibit.

FY 2011 City EMS Personnel Budget times the *Personnel Multiplier for FY 2011*

FY 2011 City EMS Contractuals Budget minus the total amount budgeted in the line items listed below times the ***Contractuals Multiplier for FY 2011***

FY 2011 City EMS Commodities Budget times the ***Commodities Multiplier for FY 2011***

FY 2011 City EMS Expense Refunds Budget times the ***Expense Refunds Multiplier for FY 2011***

b. Personnel Multiplier and Contractuals Multiplier for FY 2011. The Personnel Multiplier and the Contractuals Multiplier for FY 2011 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 2011. (A peak load unit is a roving ambulance that is not assigned to a specific station and is used on an as-needed basis in the busiest areas.) The County percentage is based upon stations with operating funds as of October 1, 2010, all of which are listed in Exhibit A. 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 2011 shall be 26.08%.

c. Line Items Excluded from Contractuals Budget for FY 2011. The following line items from the FY 2011 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

d. Commodities Multiplier for FY 2011. The Commodities Multiplier for FY 2011 shall be based on the total number of FY 2010 EMS responses located within Travis County, outside of the City limits, as a percentage of the total number of FY 2010 EMS responses (combined responses made within and outside the City limits). Based on this formula, the commodities multiplier for FY 2011 shall be 13.40%.

e. Expense Refunds Multiplier for FY 2011. The Expense Refunds Multiplier for FY 2011 shall be equal to the FY 2011 Personnel Multiplier and Contractuals Multiplier. The multiplier shall be applied to all expense refunds. The expense refunds multiplier for FY 2011 shall be 26.08%

f. Application of Direct Service Fee Portion of Formula.

Application of the above formula and the value of the multipliers results in a direct service fee for FY 2011 of eleven million, one hundred and sixty one thousand, three hundred and thirty two dollars and no cents (\$11,161,332.00)

2. Calculation of Administrative Fee.

The administrative fee is to cover certain administrative costs of City. It is calculated by multiplying the direct services fee of eleven million, one hundred and sixty one thousand, three hundred and thirty two dollars and no cents (\$11,161,332.00) by the administrative rate of six and a half percent (6.5%). The calculated administrative fee for FY 2011 is seven hundred and seventy five thousand, nine hundred and twenty one and fifty cents (\$775,921.50).

Calculation of Annual Ground EMS Fee

The direct services fee of eleven million, one hundred and sixty one thousand, three hundred and thirty two dollars and no cents (\$11,161,332.00) is added to the administrative fee of seven hundred and seventy five thousand, nine hundred and twenty one and fifty cents (\$775,921.50) to calculate the Annual Ground EMS Fee which is stated in C.1

C.3 Capital Costs for FY 2011. For FY 2011, the parties agree that City shall make one-time capital equipment purchases on behalf of Travis County, and the County shall reimburse the City based on the invoice cost of the equipment purchased. These one-time capital purchases are for equipment for the two new County Units approved for FY 2011. The total estimated and budgeted amount of these items is one hundred and thirty thousand and sixty dollars and no cents (\$130,060.00).

In addition to those ambulances and other vehicles listed in Exhibit B, County agrees to purchase and own two (2) lighter duty ambulances during FY 2011 in accordance with the terms in Sections 5.1.1, 5.1.2, 5.1.3 and 5.1.4 of the FY 2009 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 two lighter duty replacement ambulances.

C. 4 True Up for FY 2011 Ground EMS Fee Payments Made by County.

The FY 2011 Ground EMS Fee is based upon budgeted costs for FY 2011. City shall perform a true-up following September 30, 2011. The true-up of total City EMS Department (excluding the Contractuals line item numbers listed in C.2 and Capital Costs described in C.3) costs will be available by December 31, 2011, through the Close 2 report prepared annually by the City Controller's Office. The true-up follows the true-up formula outlined in C.5 below. By January 31, 2012, City shall refund to County the County portion of any savings attributable to the City EMS Department determined by using the FY 2011 cost multipliers set forth below in Section C.5.

C.5 FY 2011 Ground EMS Fee True-Up Formula.

There are two steps in determining the amount that County is to receive from City as a result of City EMS Department savings.

1. Step One

The first step is to determine the portion of the total City EMS Department savings from direct services that result from applying the following FY 2011 multipliers to the total FY 2011 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 pays none (0%) of the following line items, which are expenditures for City of Austin EMS stations:
 - 5520 – architectural services
 - 5620 – legal 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
 - 6185 – EMS interlocal services
 - 6361 – awards
 - 6404 – telephone base
 - 7482 – food/ice
- The excess of estimated Capital Costs over actual invoice costs of the equipment purchased.

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.

2. Step Two

The second step is to acknowledge the reduction in administrative fee due during FY 2011 by multiplying the result of the calculations in step one of the True Up by the administrative rate of six and a half percent (6.5%).

Total Amount Due County as a Result of True Up Calculations

County shall receive from the City an amount equal to the results of the calculations in step one added to the results of the calculations in step two.

C.6 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.7 Budget and New Station Planning for FY 2012

By April 1, 2011, 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 2012. 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.8 Financial Formula for FY 2011 STAR Flight Fee.

For *STAR Flight* services provided during the 2010 Renewal Term, the Annual *STAR Flight* Fee is equal to twenty thousand seven hundred dollars and no cents (\$20,700.00), 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 6408 – Emergency systems telephone
Object 6501 – Travel County Business for only the **STAR Flight** Medical Director
Object 6531 – Seminar/Training Fees for only the **STAR Flight** Medical Director
Object 6532 – Educational Travel for only the **STAR Flight** Medical Director

C.9 True Up for FY 2011 STAR Flight Fee Payments Made by County.

The FY 2011 **STAR Flight** Fee is based upon budgeted costs for FY 2011. City shall perform a true-up following September 30, 2011. A true-up of the costs and expenses properly incurred against the City's **STAR Flight** Budget for FY 2011 shall be available no later than December 31, 2011 from the City Controller's Office. If the amount of costs and expenses properly incurred against the City's **STAR Flight** Budget FY 2011 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, 2012. If there is a holdover, the true-up provisions shall be implemented as if there had been no holdover.

EXHIBIT D-2

FY 2011 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 A/TCEMS for reporting purposes

Quarterly Performance Reports to be provided by the last business day of January, April, July, and October, the month following the end of the quarters.

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 2010 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 20110 Projections
Number of 911 calls received by ATCEMS	Quarterly and Annually	N/A	N/A	120,000
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 & County: 113,000
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%
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	90%
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: 31.00 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: 33.00%
Percentage of A/TCEMS cardiac arrest patients (non-trauma) discharged from the hospital alive	Quarterly and Annually	Quarterly and Annually	Annually	City and County: 14.00%
Customer Service Satisfaction from surveys conducted by EMS Department	Annually	Annually	N/A	N/A

EXHIBIT D-2

FY 2011 Performance Measures and Reports

FY 2010 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	Monthly
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.

COA Statistical Information

Performance Statistical Reporting (Monthly & Year to Date):

For EACH ESD:

Provide ESD statistical information using method commonly used within EMS industry for reporting patient call volume.

Provide Quarterly Response Report showing:

ESD Response Time Against the NFPA Response Standard for Paid Fire Departments

EMS ambulance response time for Priority 1 – 4 calls as a percentage of goal met

Geographic plot of exceptions within each ESD on a regional map

First unit on scene response time report for Priority 1-4 calls

Average on-scene times for Stemi, Stroke, and Trauma Patients for the ATCEMS System

For Stemi, Stroke, and Trauma Patients – Ambulance Utilization By City and County for Each Priority 1-4 calls

EXHIBIT E-2

FY 2011 Travis County First Responder Training and Other Services

For FY 2011, County shall provide funding, in an amount not to exceed one hundred eight thousand dollars and no cents (\$108,000.00) unless additional encumbered or pre-encumbered funds are carried forward from a prior fiscal year in the budget order, 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 2011

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 2011 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
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

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 are calculated by following formula: # of instructors x # of course hours x \$15.00 x # of students.

City of Austin Course Name/Training Item		FY 2011 City of Austin Fee
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 one hundred eight thousand dollars and no cents (\$108,000.00) for both training and medical supplies provided to Travis County First Responders unless additional encumbered or pre-encumbered funds are carried forward from a prior fiscal year in the budget order. 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 2011 Medical Supplies for Travis County First Responders

For FY 2011, 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 one hundred eight thousand dollars (\$108,000.00), for both training and medical supplies provided to Travis County First Responders unless additional encumbered or pre-encumbered funds are carried forward from a prior fiscal year in the budget order. 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.
