

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

This Amendment Three 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 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 renewed and amended the FY 2009 Agreement, for a one year term beginning October 1, 2010, and ending September 30, 2011.

City and County wish to amend the FY 2009 Agreement as amended by Amendment One and Amendment Two to allow for a third extension as described below and to extend that Agreement.

City and County wish to renew Amendment Two as amended in this amendment, beginning October 1, 2011, for a term not to exceed one year and terminable in less than one year if negotiations for a new agreement or novation are completed sooner than one year.

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

AGREEMENT TO AMEND AND RENEW FY 2009 AGREEMENT AS AMENDED

The parties agree to amend the FY 2009 Agreement as amended by Amendment One and Amendment Two, as follows:

1. AMENDMENT OF FY 2009 AGREEMENT:

1.1 Changes Effective in Amendment Three. The following changes to FY 2009 Agreement become effective as noted in this amendment by both parties:

1.1.1 For all terms ending before October 1, 2011, 2 EMS Advisory Board remains effective and for all terms beginning on or after October 1, 2011, the following section 2.1 EMS Advisory Board is effective in its place:

2.1 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 adopt the advisory board general provisions stated in Exhibit G. The City Council and Commissioners Court may agree to dissolve the advisory board for any reason, including but not limited to the board's failure to meet. 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 or emergency medical services throughout Travis County.

1.1.2 For all terms ending before October 1, 2011, 4.2 EMS Presence in County remains effective and for all terms beginning on or after October 1, 2011, the following section 4.2 EMS Presence in County is effective in its place:

4.2 EMS Presence in Suburban County. Staff one ambulance at each location listed in Exhibit A-3, except for EMS 32 and EMS 36 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 and staff one ambulance at the locations listed as EMS 32 and EMS 36 in Exhibit A-3, on a 12/7 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-3 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.

1.1.3 Effective October 1, 2011, subsections 4.3.1.2 STAR *Flight* Medical Director and 4.3.3.1.3 STAR *Flight* Medical Director Evaluation are deleted in their entirety.

1.1.4 For all terms ending before October 1, 2011, subsection 4.7.5 Collections, subsection 4.7.6 Collected Revenue Reported, subsection 4.7.7 Payment to County remain effective and for all terms beginning on or after October 1, 2011, the following subsections 4.7.5.1 Collections, subsection 4.7.6.1 Collected Revenue Reported, subsection 4.7.7.1 Payment to County are effective in their place:

4.7.5.1 Collections. City shall collect the fees owed to County for all ground patients treated in Suburban County under the same standards and procedures used for ground EMS services provided within the City limits and in accordance with City financial policies.

4.7.6.1 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 during the previous calendar month, including necessary reconciliations to balance the statement with the City Controller's balance sheet account.

4.7.7.1 City shall pay County the full amount collected during a calendar month by the thirtieth day of the following month, for ground transport patients treated in Suburban County that are tendered to City. The amount paid shall be based on the total amount in the statement issued in accordance with Section 4.7.6.1.

1.1.5 Effective October 1, 2011, subsections 5.2.7 STAR Flight Medical Director and 5.2.8 STAR Flight Medical Director Evaluation are added to section 5.2 as follows:

5.2.7 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:

5.2.7.1 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.

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

5.2.7.3 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.

5.2.7.4 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.

5.2.7.5 If it is necessary for County to hire or assign a new **STAR Flight** Medical Director, the County EMS Manager shall obtain input from the EMS Director.

5.2.7.6 Coordinate with the City's Office of the Medical Director. As such, the **STAR Flight** Medical Director may be requested to collaborate on projects and work with the City's Medical Director.

5.2.8 **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, County may request information and comments from the City EMS Director about the performance to date, including standards related to this Agreement, including but not limited to those duties listed in 5.2.6 and performance standards related to this Agreement.

1.1.6 Effective October 1, 2011, section 9.7 True Up for EMS Payments, as amended by Amendment Two, October 1, 2010, is deleted and the following section 9.7 True Up for EMS Payments 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-3 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.

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 ground services shall be performed in accordance with the true-up formula for ground services set forth in Exhibit C-3 in this Amendment Three for the third renewal term of the contract from October 1, 2011 to September 30, 2012, unless sooner terminated.

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 ground 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.

1.1.7 Effective October 1, 2011, subsections 9.11 Amended Financial Provisions is added at the end of section 9 as follows:

9.11 Amended Financial Provisions. No later than January 28, 2012, the EMS Director and County EMS Manager shall reexamine the financial formula in Exhibit C-3 and the revenue payment method stated in this agreement, and establish an equitable method for allocating financial responsibility for expenditures and paying revenues from responding units and pick up areas both within the Suburban County and the City of Austin and these methods become effective on the first of the month after amending this Agreement to implement these methods which may occur at any time during the term of this Agreement.

1.1.8 Subsection 13.13.1 Initial Term and Potential Renewal on Mutual Agreement is deleted and the following subsection is inserted in its place:

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 three (3) 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.

2. ACKNOWLEDGEMENTS: The parties acknowledge that, as used in this document, the term "Amendment One" means the FY 2009 Agreement, as amended by Amendment One; the term "Amendment Two" means the FY 2009 Agreement, as amended by Amendment One and Amendment Two; and the term "Amendment Three" means the FY 2009 Agreement, as amended by Amendment One, Amendment Two and this Amendment Three. 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. The provisions from Amendment Two relate to the true-up of expenses and fees for the period October 1, 2010 to September 30, 2011.

3. RENEWAL OF AMENDMENT TWO AS AMEMDED: City and County are approving the renewal of Amendment Two, commencing October 1, 2011 for a term not to exceed one year and terminable in less than one year if negotiations for a new agreement or novation are completed sooner than one year, subject to the amendments described in this Renewal and Amendment Three.

4. STATUS AND AMENDMENT OF AMENDMENT TWO INCLUDING EXHIBITS:

4.1 Effective dates of FY 2009 Agreement, Amendment One, and Amendment Two: 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. Amendment Two 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. 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. Amendment Two, 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, 2010 to September 30, 2011.

4.2 Exhibits Effective Between October 1, 2011 and September 30, 2012, unless sooner terminated:

4.2.1 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, 2011 to September 30, 2012 inclusive, unless sooner terminated.

4.2.2 Exhibits Amended for Fiscal Year 2011-2012: Exhibits A-3, B-3, C-3, D-3, E-3 and G, which are listed below and attached to this Renewal and Amendment Three, 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, 2011 through September 30, 2012, unless sooner terminated.

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| Exhibit | A-3 | FY 2011-2012 Suburban County Station Locations |
| Exhibit | B-3 | FY 2011-2012 Inventory of County-Owned Vehicles in City Possession |

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| Exhibit | C-3 | FY 2011-2012 Financial Formulas and Fees |
| Exhibit | D-3 | FY 2011-2012 Performance Measures and Reports |
| Exhibit | E-3 | FY 2011-2012 Travis County First Responder Training and Other Services |
| Exhibit | G | FY 2011-2012 Austin-Travis County EMS Advisory Board General Provisions |

5. INCORPORATION OF FISCAL YEAR 2009 AGREEMENT AS AMENDED: City and County hereby incorporate the FY 2009 Agreement and Amendments One and Two into this Amendment Three. Except for the changes made in this Amendment Three, City and County hereby ratify all of the terms and conditions of the FY 2009 Agreement and Amendments One and Two and agree that they shall continue in effect.

6. EFFECTIVE DATE: Following approval by both the Travis County Commissioners Court and the City of Austin City Council, section 1.1.8 of this Amendment Three is effective immediately and the remainder of this Amendment Three is effective October 1, 2011.

CITY OF AUSTIN

By: _____
Marc Ott, City Manager

Date: _____

TRAVIS COUNTY

By: _____
Samuel T. Biscoe, County Judge

Date: _____