



**Interlocal Agreement
CITY OF AUSTIN
RECOMMENDATION FOR COUNCIL ACTION**

**AGENDA ITEM NO.: 3
AGENDA DATE: Thu 12/02/2004
PAGE: 1 of 2**

SUBJECT: Approve an Interlocal Cooperation Agreement with Travis County relating to STAR Flight emergency medical services requiring the City to provide all medical personnel and a STAR Flight Program Manager, and requiring the County to provide aviation personnel, helicopters, and aviation management.

AMOUNT & SOURCE OF FUNDING: Funding in the amount of \$1,133,304 is available in the Fiscal Year 2004-2005 Approved Operating Budget of the EMS Travis County Reimbursed Fund. Funding for extension options is contingent upon available funding in future budgets.

FISCAL NOTE: There is no unanticipated fiscal impact. A fiscal note is not required.

REQUESTING Emergency Medical
DEPARTMENT: Services

**DIRECTOR'S
AUTHORIZATION:** Richard Herrington

FOR MORE INFORMATION CONTACT: Heather Cooke, Principal Planner, 972-7086

PRIOR COUNCIL ACTION: The Fiscal Year 2001-2002 Interlocal Agreement with Travis County for Emergency Medical Services and Helicopter Services was approved on January 17, 2002. Amendment One to this Interlocal was approved on July 17, 2003. Amendment Two was approved on November 6, 2003.

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

MBE / WBE: N/A

Since October 1, 2002, the EMS Department has been providing emergency medical services and STAR Flight services to Travis County ("County") through a holdover clause in the Fiscal Year 2001-2002 Interlocal Agreement. Subsequent amendments allowed the City to charge the County a flat monthly rate that corresponded to charges budgeted for Fiscal Year 2002-2003 and Fiscal Year 2003-2004.

The proposed STAR Flight Interlocal Agreement ("Agreement") reflects a substantial redrafting of the Fiscal Year 2001-2002 agreement. Two agreements with the County are now proposed, one for STAR Flight services and one for ground emergency medical services. The Interlocal Agreement for ground emergency medical services is a related Council item for this agenda.

The City of Austin will continue to provide emergency medical services for the STAR Flight program through City EMS employees. The City will also provide an employee to serve as the STAR Flight Program Manager. The County will continue to maintain the Federal Aviation Administration license and provide the helicopters, pilots, mechanics and helicopter facilities. The County will also continue to reimburse the City for 100% of the costs incurred by the City for the STAR Flight program. The County will continue to receive 100% of the STAR Flight patient revenue, which shall be billed and collected by the City.



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Travis County will pay the City a flat monthly fee for STAR Flight services, based on the budget approved by Council for each term of the Agreement. An end of term true-up provision is also included that mirrors the formula used for deriving the flat monthly fee.

The initial term of the Agreement is for one year, beginning on October 1, 2004 and ending on September 30, 2005. The parties may extend the Agreement for up to three renewal periods of one year each, concurrent with each subsequent fiscal year and contingent upon approved funding in future budgets.

INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF AUSTIN and TRAVIS COUNTY for
USE AND MANAGEMENT OF *STAR Flight*

This Interlocal Agreement is between the following parties: **City of Austin**, a Texas home rule municipality ("City"), and **Travis County** ("County"), and shall be effective on October 1, 2004 ("Agreement"). It establishes the obligations of both parties in the use and cooperative management of ***STAR Flight***.

1. **Purpose.** The purpose of this Agreement is to provide for the management of ***STAR Flight*** in providing emergency medical rescue services through the use of City staff, and through the use of air medical rescue helicopters and aviation staff and equipment provided and maintained by County.
2. **Scope and Level of Services.**
 - 2.1 City Scope of Services. Under this Agreement, the City shall manage the daily routine operations of ***STAR Flight***. The City shall provide medical supervision by the Medical Director, and management and administration by the EMS Director. The City shall provide employees to provide medical services and program management for ***STAR Flight*** as directed by the County Commissioners Court.
 - 2.2 County Scope of Services. County shall provide helicopters, aviation staff including pilots and helicopter mechanics, helicopter fuel, equipment, and supplies and aviation support facilities. County provides the business plan for ***STAR Flight***, determines the approved service area, and manages the Flights not covered by the Dispatch Matrix in Exhibit E.
 - 2.3 Definitions. The definitions in Section 13 are controlling in this Agreement. In the absence of any definition, the ordinary dictionary meanings of all words apply.
3. **Program Duties and Performance by the City.** The City shall provide the following activities and services:
 - 3.1 Dispatch, Dispatch Monitoring, and Patient Transport.
 - 3.1.1 ***STAR Flight*** Dispatch. Use and dispatch ***STAR Flight*** only in accordance with applicable protocols at the time of the emergency, as stated in Exhibit E.
 - 3.1.2 Dispatch Monitoring. 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.
 - 3.1.3 Patient Transport. Transport patients in accordance with the comprehensive transport guidelines of the Austin-Travis County EMS System;
 - 3.2 Medical Oversight Through EMS Medical Director. Provide the services of an EMS Medical Director, who shall perform for ***STAR Flight*** all medical director functions and medical oversight responsibilities required by law, including providing comprehensive medical oversight for all out-of-hospital emergency medical care, in compliance with the rules and regulations of the Texas Department of State Health Services and the Texas State Board of Medical Examiners.

- 3.3 Employer Responsibility. As the employer of the **STAR Flight** Program Manager and the positions above that position on Exhibit A-2, **STAR Flight** Organization Chart, City is responsible for the following:
- 3.3.1 Provide a City employee to serve as a Program Manager for **STAR Flight** whose position reports as shown in Exhibit A-2, **STAR Flight** Organization Chart.
 - 3.3.2 Authorize the **STAR Flight** Program Manager to direct, supervise, evaluate, and discipline the Director of Aviation Operations, consistent with the provisions of Section 5
 - 3.3.3 Designate which City employees are to serve as custodians of County property;
 - 3.3.4 Comply with County policies and procedures related to the use of County property by all City employees, including both custodians of County property and other City employees using County property and evaluating them based on their compliance;
 - 3.3.5 Direct the **STAR Flight** Program Manager not to incur expenses payable by County under this Agreement in excess of the amount approved by the Commissioners Court during the budget approval process for that Fiscal Year, unless specifically amended by Commissioners Court.
- 3.4 **STAR Flight** Program Manager. Require the **STAR Flight** Program Manager to perform the following duties and evaluate the **STAR Flight** Program Manager based on the performance of the following:
- 3.4.1 Maintaining **STAR Flight** in a manner consistent with the accreditation requirements of the Commission for the Accreditation of Aeromedical Transport Services;
 - 3.4.2 Taking direction and supervision from the EMS Assistant Director in relation to system integration and supervision of City employees;
 - 3.4.3 Consulting with and advising the County EMS Manager and Travis County Commissioners Court in relation to budget and programs to increase revenue;
 - 3.4.4 Consulting with and advising the County EMS Manager and Travis County Commissioners Court in relation to evaluating the Director of Aviation Operations and taking any adverse employment actions against the Director of Aviation Operations.
 - 3.4.5 Consulting with and advising the County EMS Manager regarding the performance evaluations of the Director of Aviation Operations related to administrative non-aviation matters as appropriate through the chain of command and as described in Exhibit G and in compliance with County personnel policies and procedures;
 - 3.4.6 Approving the payroll timesheets of County **STAR Flight** employees in compliance with County policies and procedures;
 - 3.4.7 Acting as custodian of County property if designated by City; and complying with County policies and procedures related to the use of County property, including the fixed asset policies and procedure and capital asset guide;

- 3.4.8 Communicating clearly to everyone in compliance with Section 5 about all aspects of the management of **STAR Flight**, especially related to those aspects of the program where there may be a question about whether the issue relates to general management or aviation.
 - 3.4.9 Ensuring that County property used in **STAR Flight** is used for that program in a manner consistent with its missions, goals, and objectives as approved by the Commissioners Court.
 - 3.4.10 In cooperation with the Director of Aviation Operations, the **STAR Flight** Program Manager shall prepare, revise and update, as needed, a policy and procedure manual for both City and County employees which must be submitted to and approved by the EMS Director and County EMS Manager before being implemented and in which the policies and procedures are consistent with this Agreement and with City and County personnel policies, and detail the way that the operations and personnel matters related to **STAR Flight** are handled, including stating:
 - 3.4.10.1 the lines of authority for both aviation and general management aspects of the program, and
 - 3.4.10.2 the way in which all staff shall address concerns about safety.
 - 3.4.10.3 policies for notifying the County EMS Manager and EMS Director whenever the on duty/primary aircraft is not available beyond the 2 hour maintenance window, including any potential stand-downs.
 - 3.4.11 Maintaining at all times four current and up-to-date master copies of the policy and procedure manual prepared for both City and County employees, one of which is kept in each of the following locations: in the EMS Director's office, the County EMS Manager's office, the **STAR Flight** hangar and the **STAR Flight** crew quarters.
 - 3.4.12 Develop an annual marketing plan for **STAR Flight** which must be submitted to and approved by the County EMS Manager and the EMS Director. Only flights that fall outside the marketing plan will require advance approval by the County EMS Manager and EMS Director.
 - 3.4.13 Notwithstanding the list of duties described in this Section 3.4, the City has final authority over the official job description for the **STAR Flight** Program Manager.
- 3.5 **STAR Flight Job Descriptions.** City and County acknowledge that current job descriptions for all City and County positions funded by County under this Agreement have been provided to the County EMS Manager and the EMS Director. Before any of these job descriptions are changed, each party shall consult with the other party about the substance of and reasons for the proposed changes and consider the responses of the other party in determining what is included in the final job description. In addition, each party shall provide other party notice of any change in the job description for any positions funded by County under this Agreement in compliance with Section 12 before implementing the new job description. Each party has final authority over the job descriptions for their respective employees.
- 3.6 **Medical Crew.** Provide a **STAR Flight** Clinical Manager and the appropriate number of Paramedics and Registered Nurses as listed in Exhibit A-1, 24 hours a day, seven

days a week, in accordance with the Texas Department of State Health Services requirements and staffing.

- 3.7 Authority. Instruct the medical crew to comply with direction and supervision by the Pilot in Command (as defined by FAA) to the extent required by FAA regulations, the Travis County Operations Manual and Section 5 of this Agreement. All **STAR Flight** managers may direct any **STAR Flight** staff member in the performance of non-aviation or non-medical activities.
- 3.8 Medical Equipment. Maintain and service the medical equipment used on the air medical rescue helicopters as specified in the Austin-Travis County EMS Clinical Operating Guidelines, as revised from time to time by the Medical Director.
- 3.9 Collection Services
 - 3.9.1 STAR Flight Patient Fees. Bill patients transported or served by the **STAR Flight** helicopter, based on the fee structure 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 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.
 - 3.9.2 Billing. Bill patients transported or served by the **STAR Flight** helicopter within 30 calendar days after the date of service.
 - 3.9.3 Collecting. Collect the fees owing to County from patients for all air medical flights using the same standards and procedures used for ground ambulance services within the City limits and in accordance with City financial policies.
 - 3.9.4 Collected Revenue Reporting. Issue a statement to County by the fourth business day of each month showing the total amount of revenue collected from **STAR Flight** patients during the previous calendar month, including necessary reconciliations to balance the statement with City Controllers balance sheet account.
 - 3.9.5 Payment to County. Pay County the full amount collected from **STAR Flight** patients during a calendar month by the thirtieth day of the following month, based on the total amount in the statement issued in Section 3.9.4.
 - 3.9.6 Delinquent Accounts. 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.
 - 3.9.7 Collection Reports. Provide the following collections related reports to the County as set forth in Exhibit D.
 - 3.9.7.1 An assessment report that states the identification number of the patient billed, the original amount billed, and the total amount billed to all patients.
 - 3.9.7.2 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.
 - 3.9.7.3 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 and may be combined with the accounts receivable report.

3.9.7.4 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.

3.9.8. Supporting Documentation for Collections. Provide County with copies of the supporting documentation for collection reports within a reasonable time after this documentation is requested.

3.10 Use of County Property. Obtain approval of County EMS Manager before using County property for purposes not specifically authorized in this Agreement.

4. Program Duties and Performance by and Rights of the County.

4.1 County shall perform or provide the following activities and services:

4.1.1 On-Duty Helicopter. Provide and maintain one helicopter, suitable for EMS purposes, with medical stretcher package in place to be available 24 hours a day, seven days a week, for the primary use of emergency response purposes.

4.1.2 Back-Up Helicopter. Provide and maintain an appropriate backup helicopter, suitable for EMS purposes, with medical stretcher package in place to be used as the on duty helicopter if the other helicopter is out of service for maintenance.

4.1.3 Vehicles. Provide one vehicle suitable for use as an emergency response vehicle for the **STAR Flight** Program Manager and one vehicle suitable for use by the **STAR Flight** aviation maintenance personnel.

4.1.4 Pilots. Staff one helicopter 24 hours a day, seven days a week, with a pilot, and provide a pilot for a second helicopter, if necessary and available, as listed in Exhibit A-1 in accordance with all applicable FAA regulations.

4.1.5 Aviation Maintenance Personnel. Provide aviation maintenance personnel as listed in Exhibit A-1 and in accordance with all applicable FAA regulations.

4.1.6 Support Personnel. Provide administrative support staff as listed in Exhibit A-1.

4.1.7 Operations and Maintenance Costs. Provide and pay the cost of operating and maintaining the helicopters in accordance with the manufacturer's guidelines and applicable rules or regulations established by the FAA, excluding non-capital medical equipment but including fuel, parts and repairs.

4.1.8 Authority. Instruct the Pilot in Command to comply with direction and supervision by the medical crew to the extent required by Texas State Department of Health Services regulations and the Austin-Travis County EMS Clinical Operating Guidelines, that are not in conflict with FAA regulations and the Travis County Operations Manual. All **STAR Flight** managers may direct any **STAR Flight** staff member in the performance of non-aviation or non-medical activities.

4.1.9 Policy and Procedure Manual. In cooperation with the **STAR Flight** Program Manager, the Director of Aviation Operations shall prepare, revise, and update

as needed a policy and procedure manual for both City and County employees which must be submitted to and approved by the EMS Director and the County EMS Manager before being implemented and in which the policies and procedures are consistent with this Agreement and with City and County personnel policies, and detail the way that the operations and personnel matters related to **STAR Flight** are handled, including stating:

4.1.9.1 the lines of authority for both aviation and general management aspects of the Program, and

4.1.9.2 the way in which all staff shall address concerns about safety.

4.1.9.3 policies for notifying the County EMS Manager and EMS Director whenever the on duty/primary aircraft is not available beyond the 2 hour maintenance window, including any potential stand-downs.

4.1.10 System Oversight For Non-Medical Uses. Provide oversight for non-medical uses through the County EMS Manager.

4.2 FAA Regulations. At all times the helicopters shall be operated by County in accordance with applicable FAA rules and regulations that may be in effect at that time; and operation protocols may not conflict with any FAA rule or regulation. Interpretation of FAA rules and regulations related to daily operations is the responsibility of the Director of Aviation Operations or his designee. Interpretation of FAA rules and regulations related to development of policy decisions and program development is the responsibility of Travis County in consultation with the Director of Aviation Operations and the County Attorney.

4.3 Helicopter Protocols and Expansion of Program. The protocols in Exhibit E govern the use of **STAR Flight** helicopters, unless modified as provided herein. Additional protocols for use of the helicopters may be approved by the Commissioners Court. After consulting with the **STAR Flight** Program Manager, the EMS Director and the County EMS Manager may recommend changes to the protocols related to the use of the helicopters in expanded program areas if approved by the Director of Aviation Operations in relation to the relevant aviation issues.

4.4 Non-Medical Use of Helicopters. County may contract with other entities for use of any County helicopter for Public Aircraft Uses or for other purposes approved by Commissioners Court, if the contracts are consistent with the protocols in Exhibit E. Any proceeds that may arise from the use of County's helicopters under agreements with other entities belong to County, and County shall be responsible for any billing and collections for such uses.

5. Special Directions about Management of *STAR Flight*

5.1 City and County acknowledge that the management of **STAR Flight** requires special provisions about the lines of authority among the employees and the methods for resolving differences. Independence of judgment is required by FAA regulations for decisions related to aviation responsibilities. Some aspects of the management of the Program are delegated to the City which does not hold the FAA license for the aviation operation.

- 5.2 City and County shall follow the organizational chart shown in Exhibit A-2, **STAR Flight** Organizational Chart. Effective October 1, 2004, this organizational chart replaces all former organizational charts related to **STAR Flight**. The **STAR Flight** Program Manager is a City employee, but has reporting responsibilities and will take direction from both the City and the County, as set out in this Agreement. The **STAR Flight** Program Manager reports only to and takes direction only from the City in relation to Austin Travis County EMS System integration, medical direction, and City employees. The **STAR Flight** Program Manager reports only to and takes direction only from the County in relation to preparing and managing the budget for **STAR Flight**, hiring, evaluating, or taking any adverse employment actions against the Director of Aviation Operations, and implementing plans to market **STAR Flight** in a way that increases revenue.
- 5.3 City and County shall follow the delineations separating non-aviation responsibilities of **STAR Flight** from aviation responsibilities of **STAR Flight** that are stated in Exhibit G, **STAR Flight** Division of Management Responsibility. City and County shall direct their respective employees to perform their duties and responsibilities in a manner consistent with these delineations. The Director of Aviation Operations has the authority to make decisions related to matters delineated as aviation responsibilities in Exhibit G. The **STAR Flight** Program Manager has authority to make decisions related to matters delineated as non-aviation responsibilities in Exhibit G.
- 5.4 To assist in applying the delineations in Exhibit G and in resolving differences about what constitutes aviation responsibilities, no later than 3 months after approval of this Agreement by Commissioners Court and City Council, the **STAR Flight** Program Manager and the Director of Aviation Operations shall compile a resource list of independent experts, including experts who work for or are affiliated with independent entities with aviation knowledge and experience and adequate information about each of these independent experts to determine whether the areas of their expertise are appropriate to provide assistance in resolving an issue about aviation responsibilities or a particular application of FAA rules or regulations. The **STAR Flight** Program Manager and the Director of Aviation Operations shall contact all experts on the list to obtain their consent to serving in this capacity. The EMS Director and the County EMS Manager shall review the list to ascertain that the list is comprehensive and that the independent experts on it are acceptable to both the City and the County. If either the EMS Director or the EMS County Manager indicates that an expert on the list is not acceptable, the expert shall be removed from the list. Thereafter, any expert on the list shall be considered acceptable. If needed, this list shall be reviewed annually by the **STAR Flight** Program Manager and the Director of Aviation Operations to determine whether additional areas of expertise or experts should be included in the list and whether all experts on the list remain willing to serve. Any subsequent changes or additions made to the list must be approved by both the EMS Director and the EMS County Manager before the change or addition is made to the list.
- 5.5 If after good faith attempts the **STAR Flight** Program Manager and the Director of Aviation Operations are unable to resolve a difference related to whether a particular

matter involves an aviation issue, then they shall use the following procedure to resolve the matter:

5.5.1 They shall attempt to resolve the matter in consultation with staff above them on the City and the County sides of the organizational chart in Exhibit A-2 to determine whether the matters are related to aviation responsibilities or non-aviation responsibilities of **STAR Flight** as differentiated in Exhibit G.

5.5.2 If an internal resolution is not achieved within a reasonable time, the **STAR Flight** Program Manager and the Director of Aviation Operations, in consultation with the EMS Director and the County EMS Manager, may consult an independent expert named on the list approved by City and County who has appropriate aviation knowledge and experience related to the aviation responsibility involved. If an independent expert is consulted, that expert's opinion about matters related to aviation responsibilities shall be given significant weight in reaching a final decision about the matter. Any costs related to consultation services provided in this subsection 5.5.2 shall be shared equally by both parties.

6. Performance Reports

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

6.2 City Acknowledgement. City acknowledges that unscheduled maintenance requirements that might necessitate both County helicopters being out of service at the same time and lack of availability of a helicopter is not a breach under this Agreement.

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

7.1 Monthly Reports. The City shall provide monthly operations reports as described in Exhibit D.

7.2 Quarterly Reports. For the quarters ending on the last day of December, March, June, and September; the City shall provide the types of operations reports as described in Exhibit D.

7.3 Annual Reports. City shall furnish the County an annual fiscal year report of **STAR Flight** operations for the preceding fiscal year, as described in Exhibit D, by December 1 of each year. 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 **STAR Flight**.

7.4 Inspection. Upon notification to the EMS Director or designee, the members of the County Commissioners Court or the City Council, or their designees, have the right to inspect during business hours any and all equipment and facilities of **STAR Flight** under reasonable circumstances.

7.5 City Retention of Records. City shall maintain the original of all fiscal records, personnel records of all City employees who are in the positions listed in Exhibit A-

1, 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.

- 7.6 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 **STAR Flight**, 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.
- 7.7 Confidentiality of Patient Records. City has established and shall maintain a method to secure the confidentiality of records and other information relating to patients in accordance with the 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 required to do so by law.
- 7.8 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 medical records, to obtain copies of any documents, materials, or information necessary to facilitate these audits.
- 7.9 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 who are in the positions listed on Exhibit A-1, in compliance with state document retention standards or three years after the termination of this Agreement, whichever is later. 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 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.

- 7.10 City Access to **STAR Flight** Personnel Records. Upon request the County shall give the **STAR Flight** Program Manager full and reasonable access to and the right to examine all personnel records maintained by County regarding the County employees who are in the positions listed in Exhibit A-1.
- 7.11 County Access to **STAR Flight** Personnel Records. Upon request the City shall give the County EMS Manager full and reasonable access to and the right to examine all personnel records maintained by City regarding all positions listed in Exhibit A-1 as positions reimbursed by County.

8. Payments by the County

- 8.1 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.
- 8.2 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.
- 8.3 **STAR Flight** Fee for Each Contract Term. During each term the total amount to be paid by County for all services, equipment and supplies 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 and such amount shall be included in the City's approved budget (hereafter, "City's **STAR Flight** Budget"). The City's **STAR Flight** Budget for the initial term is set forth in Exhibit C. The budget for each renewal term shall be incorporated in an amendment to Exhibit C of this 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 City's **STAR Flight** Budget shall include all line item expenditures to be incurred by City in satisfying its obligations under this Agreement, including but not limited to salary and benefit expenses for City employees who are in the positions listed in Exhibit A-1 and staff **STAR Flight**. The City's **STAR Flight** Budget shall not include salary and benefit expenses for County employees who are in the positions listed in Exhibit A-1.
- 8.4 Monthly Billing by City. The City shall submit a monthly billing statement to the County EMS Manager by the 5th day of each calendar month for the services, supplies and equipment to be rendered or provided for that month. All billing statements shall include the service delivery period covered, the amount of the monthly fee, the amount of the annual City's **STAR Flight** Budget, and a copy of Exhibit C as back-up documentation.

The first billing statement during each contract term shall be for the month of October and, if an amendment reflecting the new monthly fee has not been signed by October 1 and the parties have agreed upon a holdover period as described in Section 12.13.3, the billing statement submitted by City shall be for the monthly amount stated in the Exhibit C for the immediately preceding contract term.

The City shall continue to bill the County for the monthly amount approved for the preceding term until the amendment for the renewal term is approved and signed by both parties. Once an amendment has been signed, City shall submit a billing statement for the difference between the monthly fee for the preceding term and the monthly 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 Amount within thirty (30) days of receipt of such billing statement.

- 8.5 Monthly Payment by County. County shall make payments to City monthly, and each payment shall equal the monthly amount stated in Exhibit C for the initial contract term (October 1, 2004 through September 30, 2005) and for any renewal term, the amount stated in the Exhibit C incorporated into an amendment approved by Commissioners Court and City Council for that renewal term. 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 amount due under the previous year's contract. Once the amendment is executed, County shall pay City the "Holdover Difference" within thirty (30) days of the receipt of a billing statement for such amount. County shall make payments to City within thirty (30) days following the date of receipt of the billing statement by the County EMS Manager.
- 8.6 Adjustments to City's **STAR Flight** Budget. The parties acknowledge that they may want to adjust City's **STAR Flight** Budget during a contract term. Any adjustment to the City's **STAR Flight** Budget must be approved by Commissioners Court before it is implemented and approved as a budget amendment by City Council. Any adjustment to City's **STAR Flight** Budget 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 **STAR Flight** Budget is amended, and an amendment to the Exhibit C for that contract term is approved by Commissioners Court and City Council.
- 8.7 True Up for **STAR Flight** Payments. No later than December 31 following the end of the initial term and each renewal term, a statement of the total City of Austin EMS Department costs and expenses properly incurred against the City's **STAR Flight** 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 **STAR Flight** Budget, the excess of City's **STAR Flight** Budget over incurred costs and expenses shall be paid in full by the City to County by January 31. If the total costs and expenses incurred against the City's **STAR Flight** Budget for a

contract term exceed the City's **STAR Flight** 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.

- 8.8 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 state the City costs and expenses incurred during the quarter for each line item in the City's **STAR Flight** 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 **STAR Flight** Budget are anticipated for that term.
- 8.9 Maximum Funds. City and County expressly acknowledge that the total amount payable to City under this Agreement during any term shall not exceed the amount approved by Commissioners Court and City Council for the City's **STAR Flight** Budget as described in the Exhibit C for the current term of the contract, unless the Commissioners Court and City Council specifically approve a change in the amount payable under this Agreement.
- 8.10 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.

9. Ownership, Replacement and Maintenance of Assets and Facilities

- 9.1 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.
- 9.2 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 **STAR Flight**. City shall submit the inventory report to the County EMS Manager by May 15 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.

- 9.3 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.
- 9.4 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.
- 9.5 Maintenance of County Vehicles. County-owned vehicles listed in Exhibit B shall be maintained by the City unless the County provides the maintenance.
- 9.6 Facility Ownership and Maintenance. The facilities used for **STAR Flight** are listed in Exhibit F. The County shall provide appropriate physical facilities to hangar and service the helicopters. The City shall provide appropriate facilities to house the on-duty **STAR Flight** crew. 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 F.
- 9.7 Information Technology. The City shall provide information technology equipment, infrastructure, maintenance and support to all facilities listed in Exhibit F to provide compatible communication platforms between all EMS facilities. Information technology capital purchases are reviewed annually and funded as approved during the annual County budget process. 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.

10. Obligations and Liability for Losses or Claims

- 10.1 County Assumption of Risk. City shall not be liable to County 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 in relation to their management or operation of **STAR Flight**, or arising out of the condition or operation of the helicopters used in **STAR Flight**.
- 10.2 City Assumption of Risk. 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 their management of **STAR Flight** or arising out of the medical care provided by City employees under this Agreement.
- 10.3 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 the management and operation of **STAR Flight**, 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 a result of obligations under this Agreement as determined by the court adjudicating the matter or as agreed in any settlement.

- 10.4 Helicopter Insurance. Throughout the term of this Agreement, County will maintain commercial liability insurance in the minimum amount of Ten Million and No/100 Dollars (\$10,000,000.00) on the helicopters used for EMS 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 maintained.
- 10.5 Additional Coverage. If County obtains additional insurance coverage related to the management and operation of **STAR Flight**, County shall name City as an additional insured. If City obtains insurance coverage related to the operation of **STAR Flight**, City shall name County as an additional insured.
- 10.6 Ground Vehicles. The parties acknowledge that they do not have and are not required to provide commercial liability insurance coverage on their ground emergency vehicles under the terms of this Agreement. Both City and County intend to remain self-insured for losses and damages incurred in accidents involving their respective vehicles.
- 10.7 Casualty Insurance Proceeds. Any property or casualty insurance proceeds paid to City or County that relate to damages to property used by **STAR Flight** or EMS equipment shall be used by City or County to repair the damages and replace the property used by **STAR Flight** and EMS equipment 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.
- 10.8 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.

11. Breach of Agreement, Dispute Resolution, and Termination

- 11.1 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 12.11 and opportunity to cure as specified in Section 11.3 and Section 11.4
- 11.2 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.

11.3 Mediation. If a difference arises about performance under this Agreement, the objecting party shall notify the other party of the difference in compliance with 12.11, 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 11.3 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.

11.4 Termination for Breach. Before exercising any rights under this Section, the non-breaching party must comply with Section 11.3, provided that Section 11.3 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 12.11 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.

11.5 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.

12. Miscellaneous and Closing Clauses

12.1 Non-discrimination. City and County shall provide all services and activities required by this Agreement in compliance with the 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.

- 12.2 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.
- 12.3 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.
- 12.4 Employees. This Agreement shall have no effect upon the personnel policies of the City, or employment status or benefits of any City employee. City retains all authority and liability related to the employment of City employees. To the extent that City, or any of its employees, exercises authority related to the employment of County employees, City retains liability related to those employment actions related to those County employees. 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, except the employment status of the Director of Aviation Operations as provided in this Agreement. To the extent that County exercises authority related to the employment of City employees, County assumes liability related to the employment of those City employees. 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 City represents that all City employees, other than civil service employees of the police and fire departments, are at-will employees whose employment can be terminated for any reason or no reason at any time, and without notice. The parties shall not have any statutory liability for any employee of the other party.
- 12.5 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.

- 12.6 Amendment. Any change to the 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.
- 12.7 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 City that no officer, agent, employee or representative of County has any authority to grant such assignment unless expressly granted that specific authority by the Commissioners Court.
- 12.8 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.
- 12.9 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.
- 12.10 Headings. Headings may not be considered in contract interpretation.
- 12.11 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.
- 12.11.1 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)

If by Personal Delivery

Honorable Samuel T. Biscoe
(or his successor in office)

County Judge
P.O. Box 1748
Austin, Texas 78767

County Judge
314 West 11th Street, 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

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

And To:

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

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

And to:

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

Danny Hobby (or his successor)
Emergency Services Coordinator
Travis County
209 W. 9th Street, Suite 270
Austin, Texas 78701

12.11.2 Address of City.
Agreement shall be:

The address of City for all purposes under this

If by Mail

If by Personal Delivery

Toby Hammett Futrell
City Manager
(or her successor)
City of Austin
P.O. Box 1088
Austin, Texas 78767

Toby Hammett Futrell
City Manager
(or her successor)
City of Austin
301 West 2nd Street
Austin, Texas 78701

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

If By Mail:
Richard Herrington, Director
(or his successor)
City of Austin EMS Department
P.O. Box 1088
Austin, Texas 78767

If by Personal Delivery:
Richard Herrington, Director
(or his successor)
City of Austin EMS Department
RBJ Building,
15 Waller Street, 2nd Floor

Austin, Texas 78702

And to:

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

12.12 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 contract are only enforceable by the County and the City.

12.13 Term.

12.13.1 Initial Term. This Agreement begins on October 1, 2004 and shall continue for one year, unless terminated earlier in accordance with the terms of this Agreement. The parties may renew this Agreement 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 as stated in the Exhibit C for that renewal term of the contract, as incorporated in an amendment to this Agreement approved by Commissioners Court and City Council.

12.13.2 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.

12.13.3 Holdover Term. If this Agreement has not been renewed or renegotiated when the current term expires and City and County want to continue the services and activities described in this Agreement without interruption until a new agreement is approved, this Agreement shall remain in full force until a new agreement is approved by the City and the County or a written notice of termination is provided by either party, whichever occurs first. The County EMS Manager and EMS Director shall acknowledge such holdover in writing. During any holdover period, either party may terminate the Agreement upon thirty (30) days written notice.

- 12.14 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.
- 12.15 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.
- 12.16 Survival of Terms. If this Agreement is terminated, County's obligations under Exhibit C and subsection 8.5 for the final term and City's obligations under 3.9.5 for such term shall survive the termination until the other party 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: 7.5, 7.6, 7.7, 7.8, 7.9, 7.10, 7.11, 8.7, 9.1, 9.3, 10.1, 10.2, 10.3, 10.7, 10.8, 12.3, 12.4, 12.12, and 12.14. 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 **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.

13. Definitions

- 13.1 Austin Travis County EMS System "Austin Travis County EMS System" means 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.
- 13.2 City. "City" means City of Austin.
- 13.3 Commissioners Court. "Commissioners Court" means the Travis County Commissioners Court.
- 13.4 County. "County" means Travis County, a political subdivision of Texas.
- 13.5 County EMS Manager. "County EMS Manager", also referred to as "County Emergency Services Coordinator", means the individual designated by the Commissioners Court to perform the management and administrative duties of the County under this Agreement.
- 13.6 EMS Director. "EMS Director" means the City of Austin Director of EMS or his designee.
- 13.7 FAA. "FAA" means the Federal Aviation Administration.
- 13.8 Fiscal Year. "Fiscal Year" means the twelve month period that begins October 1 and ends on the following September 30.
- 13.9 Flight. "Flight" means lift-off and flying and landing the helicopter.
- 13.10 Medical Director "Medical Director" means a physician employed by the City who meets the criteria established by the State of Texas.
- 13.11 Mission. "Mission" means the type of service provided on a flight such as emergency medical services, medical transportation between facilities, rescue, fire suppression and any other type of service approved by the Commissioners Court.

- 13.12 Public Aircraft Use. "Public Aircraft Use" means use in compliance with FAA Advisory Circular 00-1.1 and may be for firefighting, search and rescue, law enforcement, aeronautical research, biological and geological resource management, medical evacuation, or aerial survey but may not be the transportation of government employees for administrative purposes.
- 13.13 STAR Flight. "**STAR Flight**" means the program that provides an emergency medical air ambulance for which Travis County provides helicopters, aviation equipment, aviation management and aviation personnel, and for which the City of Austin provides management and medical personnel all as more fully described in this Agreement.

14. Entire Agreement. This Agreement replaces all prior contracts and all oral and written agreements between the parties regarding **STAR Flight**. Any agreement, covenant or understanding that is not included in this document and its Exhibits has been superseded by this Agreement. The Exhibits which are a part of this Agreement are limited to the following:

- Exhibit A-1 FY 2005 **STAR Flight** Personnel and Staffing List
- Exhibit A-2 **STAR Flight** Organizational Chart
- Exhibit B FY 2005 **STAR Flight** Inventory of County-Owned Assets in Joint Possession
- Exhibit C FY 2005 **STAR Flight** Fee for Initial Term
- Exhibit D FY 2005 **STAR Flight** Performance Reports
- Exhibit E **STAR Flight** Dispatch Matrix
- Exhibit F FY 2005 **STAR Flight** Facilities
- Exhibit G **STAR Flight** Division of Management Responsibility

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

16. EFFECTIVE DATE: This Agreement is effective on October 1, 2004.

CITY OF AUSTIN

By: _____
Toby Hammett Futrell, City Manager

Date: _____

TRAVIS COUNTY

By: _____
Samuel T. Biscoe, County Judge

Date: _____

EXHIBIT A1 – FY 2005

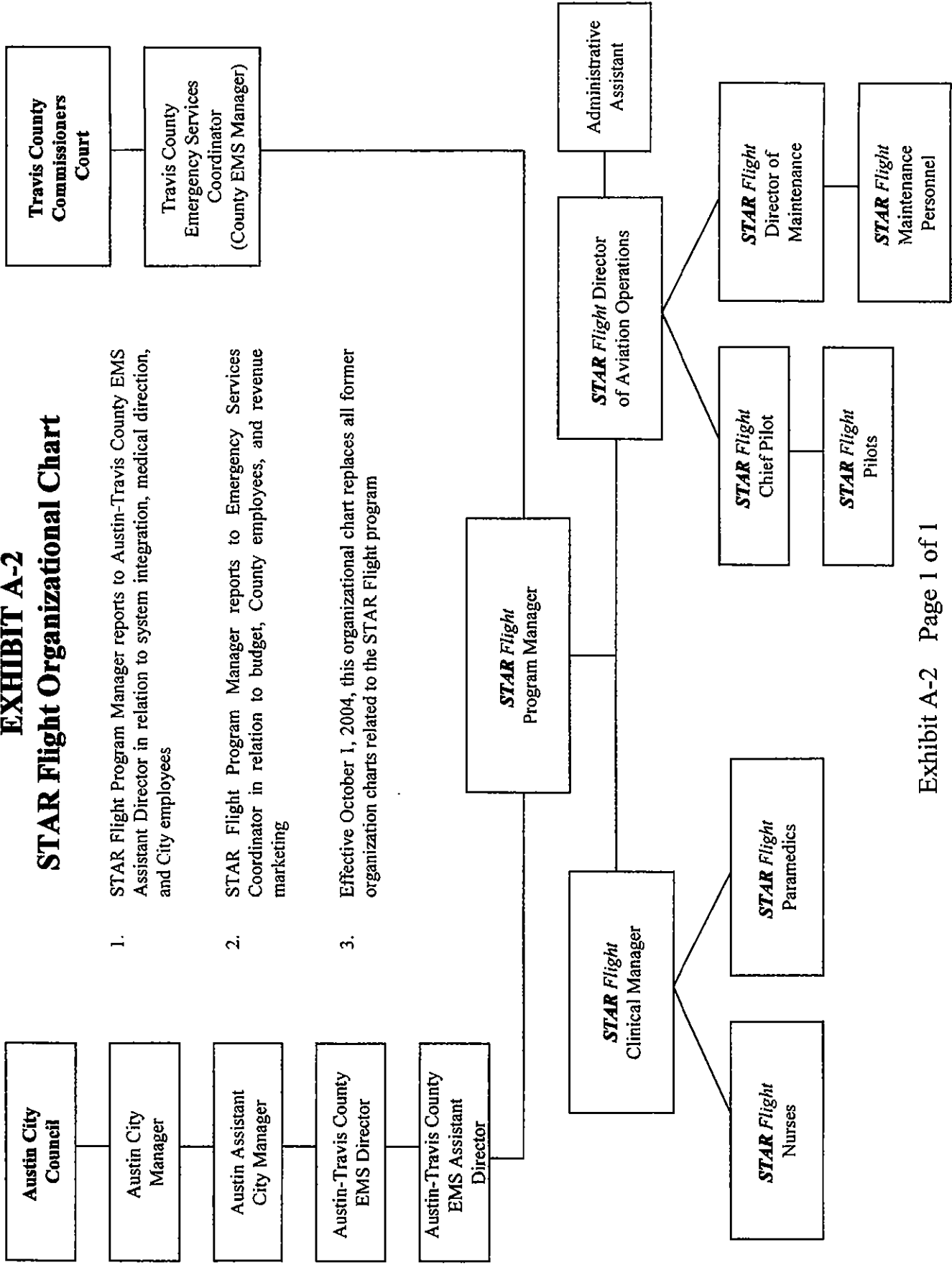
Personnel for Provision of *STAR Flight* Services During Contract Term Beginning October 1, 2004

Each party to this agreement shall provide staffing as set forth in the budgets adopted annually by the City and County for the duration of the Agreement term. For Fiscal Year 2005 the parties will provide the following staffing as outlined below:

CITY OF AUSTIN <i>STAR FLIGHT</i> EMPLOYEES REIMBURSED BY TRAVIS COUNTY	
Functional Job Title	Number of FTE's
<i>STAR Flight</i> Program Manager	1
<i>STAR Flight</i> Clinical Manager	1
Flight Paramedic	5
Flight Nurse	5
Total City of Austin FTE's	12
TRAVIS COUNTY <i>STAR FLIGHT</i> EMPLOYEES	
Functional Job Title	Number of FTE's
Director of Aviation Operations (also a Pilot)	1
<i>STAR Flight</i> Chief Pilot	1
<i>STAR Flight</i> Pilot	4
<i>STAR Flight</i> Director of Maintenance	1
<i>STAR Flight</i> Mechanic	2
<i>STAR Flight</i> Administrative Assistant	1
Total Travis County FTE's	10
GRAND TOTAL FTE's	22

Job Descriptions for City of Austin employees available from Austin-Travis County EMS Department upon request. Job Descriptions for Travis County employees available from Travis County Human Resources Department upon request.

EXHIBIT A-2 **STAR Flight Organizational Chart**



1. STAR Flight Program Manager reports to Austin-Travis County EMS Assistant Director in relation to system integration, medical direction, and City employees
2. STAR Flight Program Manager reports to Emergency Services Coordinator in relation to budget, County employees, and revenue marketing
3. Effective October 1, 2004, this organizational chart replaces all former organization charts related to the STAR Flight program

EXHIBIT B – FY 2005

FY 2005 *STAR Flight* Inventory of County-Owned Assets in Joint Possession

Medical, Computer and Communications Equipment		
Item	Quantity as of October 1, 2004	Comments
Lifepak 12 cardiac monitor defibrillators	4	
Lifepak 10 cardiac monitor defibrillators	2	
Battery support system for cardiac defibrillators	2	
SpO2, NELLCOR sensors, dynamic signal strength bar graph	4	Used with LP 12 cardiac monitor defibrillators
ETCO2, internally automatically compensated ambient pressure, display waveform	4	Used with LP 12 cardiac monitor defibrillators
NIBP, selectable initial cuff pressure, selectable automatic measurement time interval	4	Used with LP 12 cardiac monitor defibrillators
Propaq Encore 202 EL monitors	4	
Mainstream ETCO2 sensor cables (for use with Propaq monitors	4	
ParaPac Transport Ventilators	4	
Medsystem III IV pumps	5	
Flight helmets	27	
Pulmonary Resuscitator Monitor	1	
Zodiac inflatable rescue boat and motor	1	
Boat trailer	1	
InFocus Portable Projector	1	
Personal Computers	3	
Hewlett-Packard 8550 Laser Jet Color Printer	1	

Vehicles in Service as of October 1, 2004				
A/TCEMS Vehicle ID	Chassis Year	Make	Vehicle Type	Assignment
97E009TC	1997	Ford	Ambulance	<i>STAR Flight</i>
01A014TC	2001	Ford	Utility Service Truck	<i>STAR Flight</i> Mechanics
02E020TC	2002	Ford	F-250 4WD Pickup	<i>STAR Flight</i> Program Manager

EXHIBIT C – FY 2005

FY 2005 *STAR FLIGHT* FEE FOR INITIAL TERM

C.1 Fee for Initial Term

The *STAR Flight* fee for the initial term, which is equal to the City's *STAR Flight* Budget for that term, is a total amount of one million one hundred thirty-three thousand three hundred and four dollars (\$1,133,304). During the initial term, County shall pay City a monthly fee of ninety-four thousand four hundred and forty-two dollars (\$94,442). Billing and payments shall be made in accordance with the terms set forth in Section 8 of the Agreement. The initial term is October 1, 2004 through September 30, 2005.

C.2 Annual Amendments

The parties agree that this Exhibit C will be amended annually for each renewal term, to reflect the City's *STAR Flight* Budget, and the corresponding annual and monthly fees, approved by City Council and the Commissioners Court during the budget process for the applicable renewal term.

C.3 *STAR Flight* Revenue

All revenue collected by the City for *STAR Flight* shall be paid to Travis County in compliance with Section 3.9 of this Agreement.

C.4 Delayed Implementation Date for Invoicing of FY 2005 *STAR Flight* Fee

City and County acknowledge that the execution of this document has been delayed beyond its effective date. City and County further acknowledge that City and County have continued to operate under the Holdover provision of the Interlocal Cooperation Agreement between the City of Austin and Travis County for Emergency Medical Services and Helicopter Services, as amended, ("FY 2002 Agreement") with the understanding that any amounts paid by County and received by the City as of the date this Agreement is fully executed under that Holdover provision for *STAR Flight* will be credited against monthly fee amounts payable under this Agreement. The parties agree that the Holdover Period shall last from October 1, 2004 through the date of execution of this Agreement.

The monthly fee for *STAR Flight* under the FY 2002 Agreement is ninety-one thousand, one-hundred and three dollars and forty-two cents (\$91,103.42). The City invoiced the County for October 2004 *STAR Flight* services on November 5, 2004 at a total amount of ninety-one thousand, one-hundred and three dollars and forty-two cents (\$91,103.42).

C.5 Delayed Implementation Date for Payment of FY 2005 *STAR Flight* Fee

Within 5 days after this Agreement is executed by both parties, City shall submit a billing statement to County EMS Manager for the difference between the monthly fee payments received by City as of the date of execution of the Agreement under the Holdover provision of the FY 2002 Agreement and the monthly fee payable for the initial term of this Agreement multiplied by the number of months in the Holdover period.

County shall pay the Holdover difference amount within thirty (30) days of receipt of the billing statement. For each month during the Holdover period for which County has

EXHIBIT C – FY 2005
FY 2005 *STAR FLIGHT* FEE FOR INITIAL TERM

submitted payment of the FY 2002 Agreement ***STAR Flight*** monthly fee, the County shall only be obligated to pay City such Holdover difference for that month.

Beginning with the first full calendar month following the execution of this Agreement, and for each month of the initial term thereafter, the City shall submit a monthly billing statement for each month to the County EMS Manager by the 5th day of each calendar month for the services, supplies and equipment to be rendered or provided for that month in accordance with Section 8.4 of this Agreement.

EXHIBIT D -- FY 2005

STAR Flight Performance Measures and Reports for FY 2005

Monthly Performance Data to be provided on a quarterly basis, included in the Quarterly Reports referenced below
Monthly Financial Reports to be provided by the last business day of the following month
Quarterly 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 July 1 of each year

FY 2005 Measure Name	Frequency of Aggregated Data	Frequency of Travis County Data	Frequency of Data by Specific County	FY 2005 Projections
Percent of STAR Flight Dispatches in Compliance with Interlocal Exhibit E	Quarterly and Annually	Annually	Annually	100%
Total STAR Flight Patient Transports from Scene	Monthly, Quarterly and Annually	Monthly, Quarterly and Annually	Annually	Service Area: 550 total transports (scene and interfacility)
Total STAR Flight Patient Transports (Interfacility)	Monthly, Quarterly and Annually	Monthly, Quarterly and Annually	Annually	Service Area: 550 total transports (scene and interfacility)
Total STAR Flight EMS Missions	Monthly, Quarterly and Annually	Monthly, Quarterly and Annually	Annually	Travis County: 425
Total STAR Flight EMS Mission Cancellations	Monthly, Quarterly and Annually	Monthly, Quarterly and Annually	Annually	Travis County: 250
Total EMS Flight Time with No Patient Transports (in hours)	Monthly, Quarterly and Annually	Monthly, Quarterly and Annually	Annually	Travis County: 70.6
Total STAR Flight Search and Rescue Missions	Monthly, Quarterly and Annually	Annually	Annually	Service Area: 125
Total STAR Flight Fire Missions	Monthly, Quarterly and Annually	Annually	Annually	Service Area: 25
Total STAR Flight Law Enforcement Missions	Monthly, Quarterly and Annually	Annually (note calls inside City of Austin)	Annually	Service Area: 100
Total Number of Public Relations Missions	Annually	Annually	Annually	N/A
Number of hours that primary aircraft is unavailable after a two hour grace period	Monthly, Quarterly and Annually	N/A	N/A	6 hours
Total Flights Missed Due to Mechanical Failure	Monthly, Quarterly and Annually	N/A	N/A	Service Area: 15
Total Flights Missed Due to Weather	Monthly, Quarterly and Annually	N/A	N/A	N/A

EXHIBIT D – FY 2005
STAR Flight Performance Measures and Reports for FY 2005

FY 2005 Measure Name	Frequency of Aggregated Data	Frequency of Travis County Data	Frequency of Data by Specific County	FY 2005 Projections
Total Net Costs of Flights (total Costs minus total revenue) – formula to be finalized by County EMS Manager and EMS Director	Annually	Annually	Annually	TBD by County EMS Manager and EMS Director
Direct Operating Cost of EMS <i>STAR Flight</i> Flights with No Transport– formula to be finalized by County EMS Manager and EMS Director	Monthly, Quarterly and Annually	Monthly (for in Travis County vs. Outside Travis County)	Annually	N/A
Percentage of Monthly Payments of <i>STAR Flight</i> Fees by County to City Within 30 Business Days of Receipt of Complete Invoice	Monthly, Quarterly and Annually	N/A	N/A	100%
Average Number of Calendar Days of Issuance of <i>STAR Flight</i> Patient Bill from Date of Service	Monthly, Quarterly and Annually	N/A	N/A	14 days
Percentage of Monthly Payments of <i>STAR Flight</i> Patient Revenue Made by City to County by 30 th Calendar Day of Following Month	Monthly, Quarterly and Annually	N/A	N/A	100%

Report Narrative

Charts and graphics may be used to streamline performance measure data reporting.

The quarterly and annual reports will include narrative sections on the following topics:

- 1) Summary of Public Missions (Fire, Law Enforcement, Search and Rescue) performed and reviews of incidents that meet the review threshold defined by the Inter-Agency Incident Management System Committee
- 2) Summary of training issues (rescue, aviation, clinical) covered in the previous 12 months. SF monthly meeting minutes are available.
- 3) Other issues of note as they arise such as performance trends, future issues, marketing efforts and potential business opportunities

EXHIBIT D – FY 2005
STAR Flight Performance Measures and Reports for FY 2005

Financial Reports	Report Description	Report Frequency
STAR Flight Billing Assessments Report	Billing Assessments Report by Patient ID # for STAR Flight patients	Monthly
STAR Flight Accounts Receivable/Aging Report	Accounts Receivable/Aging Report by Patient ID # for STAR Flight patients	Monthly
STAR Flight Collection/Payor Type Report	Collection Report by Patient ID # and by Payor Type - for STAR Flight patients	Monthly
STAR Flight Expenditure Report	Expenditures by line item for all STAR Flight expenditures budgeted by City of Austin, with projections of year-end total expenditures	Quarterly
Inventory of County STAR Flight Property	Inventory Report of STAR Flight items purchased by ATCEMS on behalf of County and vehicles purchased by County in use by ATCEMS – due to County by July 1	Annually (by July 1)
STAR Flight Vehicle Maintenance Costs per Mile (for County-owned STAR Flight vehicles maintained by City)	STAR Flight Vehicle Maintenance Report - will be provided as backup to annual true-up of costs paid by County for ground services	Annually
Maintenance detail per County-owned STAR Flight vehicle maintained by City	Report of all City maintenance performed on each County-owned STAR Flight vehicle	Annually

EXHIBIT E – STAR Flight Dispatch Matrix

Austin-Travis County EMS Department STAR FLIGHT Dispatch OVERVIEW AND MATRIX

STAR Flight is a multi-purpose public safety air rescue resource; its primary mission profile is EMS, but it also has a broad array of other emergency services including hospital inter-facility transfer transports, search and rescue, wild land fire fighting and law enforcement support. It provides highly specialized air rescue services that would not otherwise be available within the EMS System and the approved service area.

Because of the broad range of air rescue services **STAR Flight** provides the EMS System and the approved service area, it is essential that the management of this limited helicopter resource be clearly defined. It should also be noted that these are routinely time critical and complex decisions. The **STAR Flight** dispatch matrix delineates the priority among uses and areas served. It guides EMS **STAR Flight Command** and EMS Systems Communications in prioritizing flight requests for **STAR Flight** response and managing competing requests for assistance that occur after **STAR Flight** has been dispatched.

Definitions:

- In-System means the service area of the EMS System which includes Travis County and the area within the city limits of the City of Austin including those parts extending into Williamson and Hays County.
- In-Region means the service area outside the EMS System that has been approved by Travis County Commissioners Court
- Out-of-Region all areas outside the combined area of the EMS System and the approved In-Region service area.
- **STAR Flight Command** means the **STAR Flight** Program Manager, the Director of Aviation Operations, the Chief Pilot and their designees

Matrix Prioritization:

1st Priority:

- Scene medical and trauma involving a Life Threatening circumstance if In-System or In-Region
- Hospital transfer medical involving a Life Threatening circumstance if In-Region
- Hospital transfer trauma involving a Life Threatening circumstance if In-System or In-Region

EXHIBIT E – STAR Flight Dispatch Matrix

- Rescue involving a Life Threatening circumstance if In-System or In-Region
(Note: Competing calls involving Life Threatening circumstances are handled on first come, first served basis In-System and In-Region)

2nd Priority: Hospital transfer medical involving a Life Threatening circumstance if In-System

3rd Priority; Requires **STAR Flight** Command approval

- Scene medical and trauma involving a Life Threatening circumstance if Out-of-Region
- Hospital transfer medical involving a Life Threatening circumstance if Out-of-Region
- Hospital transfer trauma involving a Life Threatening circumstance if Out-of-Region
- Rescue involving a Life Threatening circumstance if Out-of-Region
- While these are initially categorized as Priority 3, once accepted

4th Priority:

- Rescue Services not involving a Life Threatening circumstance In-System
- Law Enforcement Assistance Services In-System
- Fire Suppression and Control Assistance Services In-System

5th Priority:

- Rescue Services not involving a Life Threatening circumstance In-Region
- Law Enforcement Assistance Services In-Region
- Fire Suppression and Control Assistance Services In-Region

6th Priority:

- Rescue Services not involving a Life Threatening circumstance Out-of-Region
- Law Enforcement Assistance Services Out-of-Region
- Fire Suppression and Control Assistance Services Out-of-Region

7th Priority: Public Education and Public Relations flights

8th Priority: In-Region Public Education

9th Priority: In-System Public Relations

10th Priority: In-Region Public Relations

EXHIBIT E – STAR Flight Dispatch Matrix

Flights dispatched for circumstances with Priorities 4-10 Responses
automatically divert for circumstances with Priorities 1 and 2.

Once any flights for requests for a patient with life threatening medical or rescue condition has been accepted divert only if **STAR Flight** is within the immediate area of an incident and life threatening circumstances have been confirmed by on scene resources AND with approval of **STAR Flight** Command

Requests to Regional Private Providers may be made for In-System medical responses if the other provider is a qualified private aero medical services and **STAR Flight** is not available.

The following conditions are required for these flights to be approved:

- The patient is suffering from a Life Threatening medical condition that warrants rapid transport.
- The ground transport time is greater than the activation, response, and transport time of the patient by the private aero medical service.

EXHIBIT E -- STAR Flight Dispatch Matrix

New STAR Flight Call Triage and Dispatch Matrix

STAR Flight is a specialized emergency medical resource tasked with five (5) primary and three (3) secondary response missions. To assist in rapidly prioritizing multiple **STAR Flight** the following dispatch matrix has been developed as a guide. **STAR Flight** requests are categorized and prioritized similar to those received by the EMS Medical Priority Dispatch System.

Location	Scene-Medical	Scene-Trauma	Hospital-Medical	Hospital-Trauma	Rescue-Life Threatening	Rescue-Non-Life Threatening	Law Enforcement	Fire Suppression and Control
In System Austin/Travis County	(Priority 1) 1. Dispatch	(Priority 1) 1. Dispatch	(Priority 2) 1. Dispatch	(Priority 1) 1. Dispatch	(Priority 1) 1. Dispatch 2. Notify "SpecOps Command page"	(Priority 4) 1. Requires Approval 2. Notify "SpecOps Command page"	(Priority 4) 1. Dispatch 2. Notify "SpecOps Command page"	(Priority 4) 1. Dispatch 2. Notify "SpecOps Command page"
In-Region Bastrop, Bell, Blanco, Burnet, Burleson, Caldwell, Comal, Fayette, Gillespie, Gonzales, Guadalupe, Hays, Kendall, Lampasas, Lee, Llano, Milam, San Saba, Williamson	(Priority 1) 1. Dispatch	(Priority 1) 1. Dispatch	(Priority 1) 1. Requires Hospital Approval 2. Dispatch	(Priority 1) 1. Dispatch	(Priority 1) 1. Dispatch 2. Notify "SpecOps Command page"	(Priority 5) 1. Requires Approval 2. Notify "SpecOps Command page"	(Priority 5) 1. Requires Approval 2. At the request from In-System agency- Dispatch 3. Notify "SpecOps Command page"	(Priority 5) 1. Requires Approval 2. At the request from In-System agency- Dispatch 3. Notify "SpecOps Command page"
Out-of-Region Counties not listed as In-Region above	(Priority 3) 1. Requires Approval 2. Notify "SpecOps Command page"	(Priority 3) 1. Requires Approval 2. Notify "SpecOps Command page"	(Priority 3) 1. Requires Approval 2. Notify "SpecOps Command page"	(Priority 3) 1. Requires Approval 2. Notify "SpecOps Command page"	(Priority 3) 1. Requires Approval 2. Notify "SpecOps Command page"	(Priority 6) 1. Dispatch ONLY after Approval 2. Notify "SpecOps Command page"	(Priority 6) 1. Dispatch ONLY after Approval 2. Notify "SpecOps Command page"	(Priority 6) 1. Dispatch ONLY after Approval 2. Notify "SpecOps Command page"

EXHIBIT E – STAR Flight Dispatch Matrix

Dispatch Guidelines:

Call Prioritization

- Priority 1 Trauma normally takes precedent over Priority 1 Medicine
- Unstable cardiac or stroke patients requiring time sensitive treatment should be considered equivalent to a Priority 1 Trauma.
 - Unstable cardiac means any cardiac patient who is experiencing a active AMI requiring revascularization or is hemodynamically unstable
 - Stroke patients must meet the criteria for time sensitive treatment.
- Life-Threatening Rescue is considered equivalent to a Priority 1 Trauma category.
- Calls with equivalent priority are treated on a first come, first served basis.

Rescue

- Categories:
 - ◆ Life Threatening
 - Any situation that poses a potential or immediate threat to the safety of the victim/patient. It is not dependent upon injury at the time of request, for example: A non-injured victim in a precarious situation surrounded by moving water
 - ◆ Non-Life Threatening
 - Any situation where there is NO threat to the safety of the victim/patient, for example: The victims' house is inaccessible due to high water and they are running low on food or water
 - ◆ In-Region and Out-of-Region
 - Under most circumstances (i.e. life-threatening) these calls
 - EXCEPTION: A request by an In-System public safety agency for an response not In-System does not require approval, dispatch immediately
- Remember: **It takes an average of 10 minutes to rig the helicopter for rescue operations.**
- Extra rescue personnel may be needed for numerous victims or responses not In-System. They may be added at the discretion of Special Operations or **STAR Flight** Command and the **STAR Flight** crew.

Law and Fire

- Austin Police Department Air 1 will serve as the primary law enforcement unit for requests within Travis County. **STAR Flight** will be a back-up in the case that Air 1 is not available, or for multiple simultaneous requests.
- In-Region and Out-of-Region MUST have approval (i.e. 10 minute rule not applicable)

EXHIBIT E – STAR Flight Dispatch Matrix

- EXCEPTION: A request by an In-System public safety agency for a response not In-System does not require approval, dispatch immediately
- Remember: It takes an average of 10-15 minutes to rig (and remove) the FIRE Bucket.
- **Department of Public Safety (DPS) or Lower Colorado River Authority (LCRA)** requests for Law Enforcement, Fire Suppression and Control or Rescue Flights that are not In-System are processed as In-Region or Out-of-Region requests, as appropriate.

Diverting

- **In-System Scene**
 - ♦ Divert from medical scene to trauma scene based EMS System status this is a JUDGMENT CALL: consider flight time, ground response, number / condition of patient(s).
- **In-Region**
 - ♦ Divert only if **STAR Flight** is within the immediate area of an incident and life threatening circumstances have been confirmed by on scene resources AND with the approval of **STAR Flight** Command.
- **Fire Suppression and Control**
 - ♦ Prior to diverting from a Fire Bucket operation, contact Pilot or Flight Paramedic to confirm estimated time it will take to remove bucket and, if necessary, re-fuel.

On-Scene STAR Flight Notification

- Communications will notify STAR Flight personnel of all potential or pending **STAR Flight** calls regardless of status.

Inter-Facility Emergency Transfers (STAREI)

- RECEIVING HOSPITAL APPROVAL IS NOT REQUIRED-IMMEDIATE DISPATCH for:
 - ♦ ANY Trauma with a transport destination of Brackenridge Level II Trauma Center,
 - ♦ On-Scene Trauma/Medical with rendezvous at a hospital helipad.
- RECEIVING HOSPITAL APPROVAL IS REQUIRED-DELAYED DISPATCH for:
 - ♦ ALL medical requests, adult and pediatric
 - ♦ Approval means that the Transferring Hospital confirms that they have received approval from the Receiving Hospital. It does not require EMS Systems Communications to “re-confirm” with the receiving facility.
 - ♦ If confirmation has not been received, conference call the transferring hospital with the receiving hospital for approval.

EXHIBIT E – STAR Flight Dispatch Matrix

- APPROVAL IS REQUIRED-DELAYED DISPATCH (ABC) for:
 - If transport to a hospital other than Brackenridge, Seton, Heart Hospital, St. David's or North Austin Medical Center
 - Prior to requesting approval the following information is required:
 1. Acuity of patient's condition,
 2. Availability of other aero medical services (i.e. Air Life, STAT, Critical Air, Life STAR, Herman Life Flight)
 3. Phone number and name of requesting party.

Delayed Responses

- If the call has been holding greater than 15 minutes: reconfirm need for STAR Flight with requesting agency prior to launch
- Alternate Helicopter providers**

➤ AirLife, San Antonio:	1-800-247-6428
➤ STAT, Temple/Georgetown:	1-800-456-7477
➤ Critical Air, Numerous bases:	1-800-247-8326
➤ Life STAR, Kileen:	
➤ Herman Life Flight, Houston:	1-800-392-4357

Commander, Special Operations

STAR Flight Program Manager and Assistant Director

"SpecOps Command page" Consists of and will be entered in AlphaPaging Computers as: "**STAR Flight** mission approval pending, please call Communications ASAP"

EXHIBIT E – STAR Flight Dispatch Matrix

The approved service area for **STAR Flight** is the Counties listed below:

1. Bastrop
2. Bell
3. Blanco
4. Burnet
5. Burleson
6. Caldwell
7. Comal
8. Fayette
9. Gillespie
10. Gonzales
11. Guadalupe
12. Hays
13. Lee
14. Kendall
15. Lampasas
16. Llano
17. Milam
18. San Saba
19. Travis
20. Williamson

These will be listed and attached at each console at EMS Systems Communications

EXHIBIT F – FY 2005

Location of *STAR Flight* Facilities as of October 1, 2004

STAR Flight Hangar

7800 Old Manor Road
Austin, Texas 78724

Responsible Party: Travis County

STAR Flight Crew Quarters

1305 Red River (Brackenridge Hospital)
Austin, Texas 78701

Responsible Party: Seton Healthcare
Network

EXHIBIT G

***STAR Flight* Management Responsibilities**

There are two aspects to the management of the ***STAR Flight*** program. One relates primarily to the general management of the program. The other relates to aviation and includes specific legal requirements applicable to aviation. Although decisions related to one aspect can significantly impact the other aspect, both aspects are critical to the successful management and operation of the ***STAR Flight*** program. Because of the applicable laws related to aviation, the general management of the program cannot override decisions based on the laws applicable to aviation.

The Director of Aviation Operations and, in his absence, his designee has the authority to make decisions related to aviation responsibilities of the ***STAR Flight*** program as stated below. The ***STAR Flight*** Program Manager and, in his absence, his designee have the authority to make decisions related to general management (non-aviation) responsibilities of the ***STAR Flight*** program under the supervision of the County EMS Manager. The following points outline the general distinctions between aviation versus the non-aviation responsibilities of these managers:

Aviation Responsibilities

Aviation responsibilities of the ***STAR Flight*** program include the following:

- A. **FAA Regulations and *STAR Flight* Operating Documents**
 - 1) Interpretation of and compliance with Federal Aviation Administration (FAA) regulations, including the preparation of all required reports and application of the FAA regulations to daily operations
 - 2) Updating and adhering to the Travis County Operations Manual
 - 3) Updating and adhering to the ***STAR Flight*** Policy and Procedures Manual
 - 4) Updating and adhering to the ***STAR Flight*** Rescue Guidelines
- B. **Aviation Safety Program** Aviation and medical crew will comply with the established safety practice procedures as set forth in the documents listed in A. above.
- C. **Aircraft-** Airworthiness of the aircraft, aviation equipment issues (VFR/IFR) instrumentation, maintenance needs
- D. **Aviation Equipment-** Selection, maintenance and replacement of aviation equipment including flight suits, flight helmets, specialized tools and safety equipment

EXHIBIT G

STAR Flight **Management Responsibilities**

- E. Qualifications, Selection and Performance of Pilot and Aircraft Mechanic Positions- Includes the job descriptions, training and experience required, the selection of new aviation staff, the evaluation and discipline of aviation staff, the training of aviation staff, both initial training and recurrent training throughout the term of employment, and maintenance of aviation certifications.
- F. Management Vacancies- Vacancies for the ***STAR Flight*** Program Manager will be filled by a joint City of Austin/Travis County interview team as designated by the County EMS Manager and the EMS Director.
- G. Aviation Drug and Alcohol Program- Administered per Federal Aviation Administration (FAA) guidelines for direct aviation staff (pilots/mechanics).
- H. Aviation Liaison Functions - Aviation liaison between aircraft manufacturers and vendors. Point of contact with aviation regulatory agencies. The Program Manager and Aviation management team should be jointly involved in any substantial financial and business decisions.
- I. Evaluation of New Types of Missions- Includes the evaluation of the viability of a new program to undertake a specific type of mission based on capability of the aircraft, required crew and equipment and any other aviation related factors.

Non-Aviation Responsibilities

Non-Aviation responsibilities of the ***STAR Flight*** program include the following:

- A. Program Management Liaison Includes maintaining communications about management of daily operations with hospitals, other Emergency Medical Systems, Regional Advisory Councils, law enforcement, and fire departments, under the supervision of the County EMS Manager.
- B. Texas Department of State Health Services Regulations and ***STAR Flight*** Operating Documents
 - 1) Interpretation of and compliance with Texas Department of State Health Services regulations
 - 2) Updating and adhering to the ***STAR Flight*** Policy and Procedures Manual
 - 3) Updating and adhering to the ***STAR Flight*** Rescue Guidelines

EXHIBIT G

***STAR Flight* Management Responsibilities**

- C. Budget Includes preparation of the draft ***STAR Flight*** budgets for the City and County and management of the approved budgets to ensure spending complies with the approved budgets.
- D. Performance Evaluations- Includes evaluation of the Director of Aviation Operations, city employees and the effectiveness of the program at achieving its goals, objectives and missions.
- E. Management Vacancies- Management vacancies for Director of Aviation Operations, Chief Pilot and Chief Mechanic will be filled by a joint City of Austin/Travis County interview team as defined by the County EMS Manager and the EMS Director.
- F. Drug and Alcohol Program- Includes testing, training, and enforcement of prohibition from performing any duties while under the influence of drugs or alcohol for the flight medics and flight nurses.
- G. Administrative approval of flights- Administrative approval of flights will be handled in compliance with the protocols approved by Commissioners Court and with the Flight Dispatch Matrix in Exhibit E.
- H. Creation of New Programs/Services or Service Area Expansion- Includes the administrative decision to pursue new programs, services or service area expansion. These must have approval by Director of Aviation Operations or his/her designee prior to final approval by Commissioners Court.