

**AMENDED AND RESTATED INTERLOCAL AGREEMENT
BETWEEN THE CITY OF AUSTIN AND TRAVIS COUNTY
FOR EMERGENCY MEDICAL SERVICES**

This amended and restated agreement is entered into by the following parties: City of Austin ("City") and Travis County ("County").

RECITALS

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

City and County entered into an Interlocal Agreement for Emergency Medical Services for the fiscal year 2014 that was effective retroactively on October 1, 2013 ("FY 2014 Agreement").

City and County amended FY 2014 Agreement on October 1, 2014 ("FY 2015 Agreement").

City and County amended FY 2014 Agreement as amended in FY 2015 on January 19, 2016 ("FY 2016 Agreement").

City and County amended FY 2014 Agreement as amended in FY 2016 in January 2017 ("FY 2017 Agreement").

City and County amended the FY 2017 Agreement and restated the Agreement.

City and County now wish to enter into a FY2018 Agreement.

AGREEMENT

1. Purpose of the Agreement.

City shall provide and County shall receive the Services. This agreement is for emergency ambulance and other emergency medical services contained within this agreement that is provided with the delivery of clinical care, performance reliability, economic efficiency, and customer satisfaction.

2. Scope of Work.

City shall provide out-of-hospital emergency medical services on behalf of County seven days a week, twenty-four hours a day, and every day of each year as stated in Attachment A.

3. Term of the Agreement.

- 3.1 This is a restatement and amendment of the agreement entered into in 2014 and implements the exercise of the last option in that agreement. The term of this agreement begins on October 1, 2017 and ends on September 30, 2018.
- 3.2 City and County will work collaboratively to develop a successor agreement for emergency medical services to be approved by the governing bodies of the City and County by February, 2018, that will be effective October 1, 2018. The successor agreement will be performance based, cost effective, and provide services based on population density.
- 3.3 If City and County do not agree on the terms and conditions of a successor Interlocal Agreement by August 31, 2018, both parties shall remain subject to the terms and conditions of this agreement until January 15, 2019 as an automatic extension of this agreement unless terminated in writing earlier by either party with no less than 30 days notice.
- 3.4 The governing bodies of City and County must specifically authorize any extension of this agreement beyond January 15, 2019.
- 3.5 If City and County extend this agreement beyond October 1, 2019, the total annual cost of Services after that may be increased by up to 3% subject to Commissioners Court approval.

4. Performance Reliability.

City shall maintain performance reliability as outlined in Attachment B and Attachment D ("Outlined Parameters"). If City's performance reliability has or may have fallen below the Outlined Parameters, City shall initiate an analysis of its performance under this agreement within 5 days of becoming aware of the variance and prepare a "Performance Improvement Report" within 5 days to County for approval.

5. Authority.

This agreement is authorized under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each party paying for the performance of governmental functions or Services under this agreement must make those payments from current revenues available to that party.

6. Changes to Agreement.

Changes may be made to the agreement and any attachment to it, only if expressly agreed to in writing by the governing bodies of City and County and incorporated into this agreement. 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 attachments to it unless expressly granted that specific authority by the Commissioners Court or City Council, as applicable.

7. Invoicing and Payment Method for County Agreement Fee.

7.1 IRS Form W-9.

County shall provide City and 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.

7.2 Amounts Payable by County.

During each term, the Total Agreement Fee shall be equal to the amount approved in a negotiated agreement or renewal amendment by the Commissioners Court and the City Council for the applicable agreement term.

7.3 Billing Instruction.

City shall submit a monthly billing statement for the portion of the Total Agreement Fee due for the previous month as stated in the chart in Attachment C to County Executive, Emergency Services between the first (1st) and fifteenth (15th) day of each calendar month for each month of the current term beginning after the execution of this agreement and during any extension of this agreement, if amended. All billing statements must include following information:

7.3.1 the month covered,

7.3.2 the portion of the Total Agreement Fee for the current term due for the previous month as stated in the chart in Attachment C, and

7.3.3 a copy of Attachment C as supporting documentation.

7.4 Payments by County.

County shall pay City by electronic funds transfer the portion of the Total Agreement Fee stated on the billing statement, if correctly stated, no later than thirty (30) calendar days after receipt of a billing statement that is prepared and sent in compliance with section 7.3.

8. Request for Additional Services or Additional Compensation.

If unforeseen circumstances arise or resources beyond the original scope of work are needed, this agreement must be amended in compliance with section 6 before these are provided. The cost associated with providing the increased services will be negotiated by the Assistant City Manager responsible for oversight of the EMS Department, or his designee and the County Executive, Emergency Services, or his designee and are subject to approval from the Commissioners Court and City Council.

9. Maximum Funds.

The maximum amount for any term can only be changed by the express written approval of that specific amount by the Commissioners Court.

10. Confidentiality.

10.1 "Confidential Information" means the personal and private information like patient records that are made confidential by local, state, and federal laws such as the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009 and 45 Code of Federal Regulations, Part 164 and privacy provision of the Texas Health and Safety Code.

10.2 Parties are required to comply with local, state, and federal laws relating to the Confidential Information. The Parties shall maintain sufficient safeguards to prevent release or disclosure of any Confidential Information obtained through the provision of Services under this agreement unless disclosure is allowed or required by local, state, or federal laws.

11. Records Retention.

City shall retain records in accordance with the Records Retention Schedule established by City for its EMS Department, City's Rules for its EMS Department and other applicable state and federal statutes and regulations governing medical, mental health, and substance abuse information.

Unless specifically requested in accordance with applicable HIPPA requirements and established procedures, City shall not provide any protected health care information, which may include patient care records, to County.

12. Patient Billing and Collection Services.

a. Billing.

City shall bill ground ambulance patients within fifteen (15) calendar days after the date of service. City shall charge ground ambulance patients for Services provided in Suburban County at the same rates charged to patients treated within City, unless County sets another patient rate for Services provided in Suburban County.

If County has not set a patient rate for Services provided in Suburban County that is different from the City rate, City may adjust rates for ground ambulance patients, including those for Services provided in Suburban County. City shall give written notice of the time and amount of any rate change to the County at least 30 days before implementation of the change.

If County desires a patient rate for Services provided in Suburban County that is different from the City rate, County shall work with City through the City's annual budget process to assist City staff in obtaining approval of that rate change in the City's fee ordinance. Any rate changes that apply only to the patient rate for Services provided in Suburban County require approval by both City Council and Commissioners Court.

b. Collections.

City shall collect the fees owed for Services provided in Suburban County under the same standards and procedures used for ground EMS services provided within the City limits and in accordance with City financial policies.

c. Delinquent Accounts.

City shall use effective techniques and make good faith efforts to promptly collect all fees due for Services provided in Suburban County, including delinquent amounts. City shall not treat fees due for Services provided in Suburban County that must be paid to County differently from the fees that City collects on its own accounts, including delinquent EMS accounts. If appropriate, City may use contracted collection agencies for collection of delinquent amounts.

d. Travis County Adjustment.

If County is financially responsible for a patient transported while incarcerated in a county facility, City shall not bill County for Services the revenue from which City would pay to County once collected. On the effective date of this agreement, City shall adjust to zero all historic balances resulting from the transport of a patient who was incarcerated in a County facility and for whom County was financially responsible at time of transport.

e. Payment of Collected Patient Fees to County.

By the thirtieth (30th) day of the following month, City shall pay County the full amount of the ground ambulance fees collected during each calendar month for Services provided in Suburban County. The full amount includes any payer: not only patient payments, but also insurance payments and payments received from the Medicaid Supplemental Payment Program and other payers.

13. Audit.

County has the right to conduct an annual financial and compliance audit of City's performance under this agreement in compliance with generally accepted auditing standards and procedures for governmental organizations. City shall permit authorized representatives of County to audit its records that relate to this agreement. Subject to compliance with laws related to Confidential Information, City shall permit authorized representatives of County to obtain copies of any documents, materials, or information necessary to facilitate these audits.

14. Inspections.

City shall permit authorized County personnel to conduct site visits, inspect any equipment and facilities, and review such records of the EMS System as needed to ascertain compliance with the terms of this agreement.

15. Monthly STAR Flight Report.

City shall provide the STAR Flight Report by the 10th business day of the following month. The STAR Flight Report shall include monthly totals for:

15.1 Number of Requests for:

- 15.1.1 In and Out of County Service
- 15.1.2 Scene verses Inter-Facility Calls
- 15.1.3 Specialty Team Flights

15.2 Number of Auto Launches and Number of Patients Transported.

15.3 Medical Priority Assignments for STAR Flight Transports.

- 15.3.1 Priority 1
- 15.3.2 Priority 2
- 15.3.3 Priority 3
- 15.3.4 Priority 4
- 15.3.5 Priority 5

15.4 Time Intervals.

- 15.4.1 Call Received
- 15.4.2 Dispatched
- 15.4.3 Responding

16. Training for Aeromedical Communications Staff.

- 16.1 City shall allow up to 12 Communications Medics to elect to participate in training in air emergency medical service dispatch and response, including STAR Flight card compliance. The number of participants is based on employee interest and the operational needs of EMS for ground dispatch. Initial and continued participation must be approved by both City and County.
- 16.2 Communications Medics who elect to participate ("Participants") receive training from County in coordinating dispatch requests and responses for STAR Flight. Participants continue to be responsible for dispatching ground EMS, taking calls, and other duties for both City and Suburban County at the communications center.
- 16.3 City shall use its best efforts to provide at least the minimum time period necessary to meet applicable Federal Aviation Administration regulatory requirements during which Participants will be available for training. Participants continue to be managed and scheduled by City supervisors and managers. Participants will be positioned to assume aeromedical communications duties as assigned when the need occurs to the extent that the Participant is not currently engaged in a 9-1-1 call when the need occurs.

17. EMS Advisory Board.

- 17.1 City and County shall maintain an EMS Advisory Board with membership that includes representation selected by City and County. The membership shall be selected in accordance with a process approved by the City Council and the Commissioners Court.
- 17.2 The City Council and Commissioners Court may agree to dissolve the advisory board for any reason, including but not limited, to the board's failure to meet. The EMS Advisory Board shall review the performance of the EMS System from the perspective of each of the types of organizations and entities and interests of which it consists. The EMS Advisory Board shall be asked to consider and make recommendations about the EMS System to the City Council and Commissioners Court.

18. Participating ESDs, Parks First Responders and Affiliated ESDs.

- 18.1 City shall coordinate and respond with Participating ESD, Affiliated ESDs, and Parks First Responders. City shall coordinate these responses in cooperation with and relying on the resources provided by the Parks First Responders, Participating ESD, and Affiliated ESDs, including use of transport vehicles supplied by them, as appropriate.
- 18.2 City shall provide medical direction as described in Attachment D.
- 18.3 City shall coordinate joint responses with Parks First Responders, Participating ESDs, and Affiliated ESDs in Suburban County and other public safety organizations in accordance with the National Incident Management System (NIMS) as mandated by Homeland Security Presidential Directive 5, dated February 28, 2003.
- 18.4 When approved by County, City may establish service agreements with Affiliated ESDs. These service agreements may include dispatch, medical direction for ALS transport, clinical quality control, medical records management, training, backup response, and mutual aid if these agreements are not redundant or in conflict with the Services provided under this agreement.

19. Utilization of ALS and BLS Alternate Response Vehicles.

- 19.1 City may use alternate ALS response vehicles or provide ALS services within the ESDs as approved by County and applicable ESDs to improve patient access to ALS, to reduce unnecessary ambulance response and transport, and to facilitate a more integrated and cooperative emergency medical services system.
- 19.2 City may use basic life support ambulances or other basic life support vehicles in order to provide the most appropriate unit need for the patient's condition in collaboration with ESDs and when approved by County.

20. Inventory of County Property in City's Possession.

City and County shall cooperate in conducting an inventory of all County assets in the possession of City and coordinate either the transfer of their ownership to City or return of assets to County as described in Attachment C.

21. Suburban County EMS Stations.

City will work collaboratively with appropriate stakeholders to arrive at the best locations for all ambulances serving the County before making changes.

22. Liability for Harm.

22.1 County Assumption of Risk Related to Third Party Claims.

City shall not be liable to County for any claims, damages, or attorneys' fees arising from the intentional acts or negligence or wrongful acts or omissions of County officials or employees.

22.2 City Assumption of Risk Related to Third Party Claims.

County shall not be liable to City for any claims, damages or attorney's fees arising from the intentional acts or negligence or wrongful acts or omissions of City officials or employees.

22.3 Joint Liability.

For any claims, damages and attorney fees arising from the intentional acts or negligent or wrongful acts or omissions of City or County employees in relation to their respective obligations as described in this agreement, if both parties are liable, City and County shall be liable for the portion of the claims, damages and attorney fees that arise from the intentional acts or negligent or wrongful acts or omissions of that party as determined by the court adjudicating the matter or as agreed in any settlement.

22.4 Ground Vehicles.

The parties acknowledge that they do not have and are not required to provide business automobile or fleet insurance coverage on their ground emergency vehicles. Both City and County intend to remain self-insured for losses and damages to their ground EMS vehicles, provided, however, that City shall pay for repairs to or replacement of County-owned vehicles in the care, custody and control of City to the extent that the vehicle is damaged and the damage was caused by intentional acts, negligence or wrongful acts or omissions of a City official or employee.

22.5 Apportionments of Responsibility for STAR Flight.

To the extent that City would be liable under the Tort Claims Act, City shall be responsible for any claims, damages or attorney's fees arising from the intentional acts or negligence or wrongful acts or omissions of City officials or employees in dispatching STAR Flight, determined by the court adjudicating the matter or as agreed to in any settlement.

22.6 Workers Compensation.

If any City official 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 official 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.

23. Terms & Conditions.

23.1 Federal and State Laws, Rules and Ordinances.

Parties shall comply with all applicable federal and state constitutions, statutes, rules and regulations in the performance of this agreement.

23.2 Applicable Law and Venue.

This agreement is governed by and interpreted in accordance with the laws of the United States of America and of Texas. All obligations under this agreement are performable in Travis County, Texas.

23.3 Severability.

If any provision of this agreement is held to be unenforceable, illegal or invalid 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.

23.4 Immunity Not Waived.

The parties, individually and jointly, expressly agree that they do not intend that any provision of this agreement in any way constitutes a waiver by that party of any immunities from suit or from liability that that party may have by operation of law.

23.5 Non-Waiver.

Any omission to enforce any provision of this agreement by either party and any payment made in compliance with this agreement shall not be interpreted 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.

24. Breach of Agreement, Dispute Resolution, and Terminations.

24.1 Notice to Cure.

Except as otherwise provided in this agreement regarding breaches involving non-payment, there shall be no remedy for breach of this agreement before notice in compliance with section 25.1 and opportunity to cure as specified in section 24.4.

24.2 Failure to Pay.

County may withhold payment due to City 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.

24.3 Mediation.

If a difference arises about performance under this agreement, the objecting party shall notify the other party of the difference in compliance with section 25.1, 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 24.3 shall not apply if County fails to pay City fees due under this agreement when these 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 City and County choose different mediators, then the two chosen by City and 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.

24.4 Termination for Breach.

Before exercising any rights under this section 24.4, the non-breaching party must comply with the mediation requirements in section 24.3, provided that these mediation requirements shall not apply to the failure of County to pay City 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 in this agreement. The non-breaching party shall provide written notice in compliance with section 25.1 to the other party 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. 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 unless the non-breaching party, in its sole discretion, offers an extension of the time to cure.

24.5 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 eighty (180) days written notice. Written notice may be sent by any method, which provides verification of receipt, and the 180 days will be calculated from the date of receipt of the notice in compliance with section 25.1.

25. Notices.

25.1 Procedure for Notice.

All notices required under this agreement shall be in writing. The notice is effective immediately if delivered in person to the person. 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 25.1 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.

25.2 Address of County.

The address of County for all purposes under this agreement is:

If by Mail

If by Personal Delivery

Bonnie S. Floyd MBA, CPPO, CPPM
(or her successor)
Purchasing Agent, Travis County
P.O. Box 1748
Austin, Texas 78767

Bonnie S. Floyd MBA, CPPO, CPPM
(or her successor)
Purchasing Agent, Travis County
700 Lavaca, Suite 800
Austin, Texas 78701

And to:

Josh Davies (or his successor)
County Executive
Emergency Services
Travis County
P.O. Box 1748
Austin, Texas 78767

Josh Davies (or his successor)
County Executive
Emergency Services
Travis County
700 Lavaca, Suite 2.500
Austin, Texas 78751

25.3 Address of City.

The address of City for all purposes under this agreement is:

If by Mail

If by Personal Delivery

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

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

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

If By Mail:

If by Personal Delivery:

Ernesto Rodriguez, EMS Chief
City of Austin EMS Department
P.O. Box 1088
Austin, Texas 78767

Ernesto Rodriguez, EMS Chief
City of Austin EMS Department
RBJ Building,
15 Waller Street, 2nd Floor
Austin, Texas 78702

And to:

Anne Morgan, City Attorney
(or her successor)
City of Austin Law Department
P.O. Box 1088
Austin, Texas 78767

Anne Morgan, City Attorney
(or her successor)
City of Austin Law Department
301 West 2nd Street
Austin, Texas 78701

25.4 Change of Address.

The parties may change their address for notice by sending notice of the change in compliance with section 25.1.

26. Miscellaneous Clauses.

26.1 Non-Discrimination.

City and County shall provide all Services and activities required by this agreement in compliance with Title VII, the Americans with Disabilities Act, the Age Discrimination and Employment Act, the Texas Commission on Human Rights Act, and all other local, state and federal laws prohibiting unlawful discrimination in relation to any employee, applicant for employment, or resident of City or of County.

26.2 Independent Contractors, No Agency.

The parties to this agreement are independent contractors. An official 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.

26.3 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 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.

26.4 Assignment.

Neither party may assign any of its rights or responsibilities under this agreement without the prior written consent of the other. It is acknowledged by each party that no official, agent, employee or representative of the other party has any authority to grant such assignment unless expressly granted that specific authority by the party's governing body.

26.5 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.

26.6 Headings.

Headings may not be considered in agreement interpretation.

26.7 Non-Party Beneficiaries.

No provision in this agreement creates any rights in any person or entity that is not a party to this agreement, and the rights to performance in this agreement are only enforceable by County and City.

26.8 Survival of Terms.

If this agreement is terminated, County's obligations under Attachment C and subsection 7.4 shall survive the termination until City has been satisfied in full for the period before the date of termination. If this agreement is terminated, City's obligations under sections 13. and 14. for the final term shall survive the termination until County has been satisfied in full. 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: 7.2, 7.3, 7.4, 10., 11., 15., 26.1, all of 22., 23.2, 23.3, 23.4, 23.5, 24.2, 25.1, 25.2, 25.3, 26.1, 26.2, 26.7, 26.8, all of 27., and all of 28.

27. Definitions.

27.1 Affiliated ESD.

"Affiliated ESD" means any Emergency Services District that provides services within the areas served by the EMS System but is not under the medical direction of a physician employed by City who meets the criteria for a Medical Director established by the State of Texas.

27.2 ALS.

"ALS" means Advanced Life Support.

27.3 City.

"City" means City of Austin, a Texas municipal corporation.

27.4 Commissioners Court.

"Commissioners Court" means the Travis County Commissioners Court.

27.5 County.

"County" means Travis County, a political subdivision of Texas.

27.6 County Executive, Emergency Services.

"County Executive, Emergency Services" means the individual designated by the Commissioners Court to perform the management and administrative duties of County under this agreement.

- 27.7 **EMS Chief.**
“EMS Chief” means the City Director of Emergency Medical Services or his designee.
- 27.8 **EMS Department.**
“EMS Department” means City EMS Department.
- 27.9 **Fiscal Year.**
“Fiscal Year” means the twelve month period that begins October 1 and ends on the following September 30.
- 27.10 **Parks First Responder.**
“Parks First Responder” means any person who is a member of the Travis County Transportation and Natural Resources Department that provides emergency first response services in Suburban County and satisfies all applicable Texas Department of State Health Services requirements for first responders, and has EMS System credentials at the appropriate level.
- 27.11 **Participating ESD.**
“Participating ESD” means any Emergency Services District that adopts all of the uniform elements of the EMS System including medical direction, clinical operating guidelines, dispatch guidelines, radio system, medical equipment and supplies, credentialing guidelines, medical record solutions, performance improvement processes and continuing education programs.
- 27.12 **Performance Improvement Report.**
“Performance Improvement Report” means a document that defines the strategies that will be used by the EMS Department to assess, test, and improve processes.
- 27.13 **Services.**
“Services” means emergency medical services that are provided with the delivery of clinical excellence, performance reliability, economic efficiency, and customer satisfaction to County seven days a week, twenty-four hours a day, and every day of each year as stated in Attachment A.

27.14 STAR Flight.

“STAR Flight” means the program that provides emergency medical air ambulance services by County which includes helicopters, aviation equipment, management and operations personnel, and for which City provides support Services as described in this agreement.

27.15 Suburban County.

“Suburban County” means those areas of Travis County located outside the corporate limits of Austin, but excludes any incorporated area in County that does not have a current, written interlocal agreement with County for EMS services.

27.16 Total Agreement Fee

“Total Agreement Fee” means the total amount due to City and payable by County for Services provided to County during the Fiscal Year ending September 30, 2018 more particularly described in Attachment C and referred to there as the Annual Cost to County.

28. Entire Agreement.

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

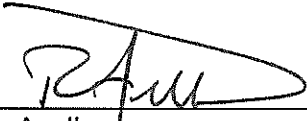
- 28.1 Attachment A – Scope of Work
- 28.2 Attachment B – Performance Indicators
- 28.3 Attachment C – Fees Payable
- 28.4 Attachment D – Medical Direction

29.DUPLICATE ORIGINALS: This agreement may be executed in duplicate originals.

30.EFFECTIVE DATE: This agreement is effective on October 1, 2017.

CITY OF AUSTIN
A Home Rule Municipality

COUNTY OF TRAVIS
A Political Subdivision of Texas

By: 

Rey Arellano
Assistant City Manager

By: _____
Sarah Eckhardt
County Judge

08/17/2017
Date

Date

Copies to:

Ernesto Rodriguez, EMS Chief
Austin – Travis County EMS
15 Waller Street
Austin, Texas 78702

Josh Davies , County Executive
Emergency Services
Travis County Emergency Services
700 Lavaca, Suite 2.500
Austin, Texas 78751

ATTACHMENT A

SCOPE OF WORK

Travis County Emergency Services Districts (ESDs) are key public safety participants that provide fire suppression, rescue, emergency medical first response (basic and/or advanced life support), hazardous materials mitigation, command and control, and various emergency management functions. Some ESDs may also provide basic and/or ALS ambulance transportation. City acknowledges that it is of critical importance that the ESDs and the EMS Department seamlessly collaborate to provide emergency medical services to the people of Travis County in accordance with the National Incident Management System (NIMS).

The EMS Department provides emergency medical response with highly trained and skilled personnel and maintains a state of readiness to ensure timely responses to calls for assistance. It provides the tools and equipment necessary for conducting medical assessments, treatment and transportation of ill or injured persons. More specifically, City through the EMS Department is responsible for the following processes and Services:

Emergency Dispatch – Emergency dispatch includes answering 911 calls, applying the Medical Priority Dispatch Criteria, dispatching the nearest available and appropriate EMS resource, providing emergency and pre-arrival instructions to callers, notifying the nearest appropriate Travis County First Responder Organization, and monitoring incident radio traffic to provide support and track each response.

STAR Flight Communications – STAR Flight communications includes EMS Department Communications staff receiving requests, alerting crews, communicating with and tracking the air medical transport vehicles in accordance with Federal Aviation Administration Regulations applicable at the time of execution of this agreement and with the Commissioners Court approved Dispatch Matrix.

Emergency Response – Emergency response includes responding to emergencies with staffed ambulances or other resources approved by County and includes the staffing necessary to deliver emergency medical care to patients in a broad range of circumstances and locations 24-hours a day, every day each year.

Patient Assessment and Care – Patient Assessment and Care includes EMS Department medical personnel conducting medical assessments and providing medical care to patients requesting assistance according to established standards.

Medical Transportation – Medical Transportation includes the EMS Department providing patients continuous medical care while transporting them to the most appropriate location for their medical needs.

ATTACHMENT B

PERFORMANCE INDICATORS

City through the EMS Department shall perform the Scope of Work stated in Attachment A and execute performance to the standards in compliance with Attachment B.

Monthly Summary

Summary Item	Description	Monitoring Method
Incidents in City and County	Count of incidents that occur in City and County combined	Run Chart updated by 10th business day each month
Incidents stratified by city and county	Count of incidents that occur in City and County shown separately	Run Chart updated by 10th business day each month
Responses in City and County	Count of responses that occur in City and County combined	Run Chart updated by 10th business day each month
Responses stratified by City and County	Count of responses that occur in City and County shown separately	Run Chart updated by 10th business day each month

Key Result Area(s): Emergency Dispatch; STAR Flight Dispatch

Indicator	Desired Outcome	Standard	Acceptable Quality Level	Monitoring Method	Improvement Actions
Grade of Service	Answer 911 calls within 10 seconds of first ring	≤ 10 seconds, 90% reliability	Reliability may not fall below standard for more than two consecutive months or any three months.	Run Chart updated by 10th business day each month	Performance Improvement Report
Call Processing Time	Gather necessary information and dispatch ambulances quickly	≤ Average of 75 Seconds each month	Average Call Processing Time may not fall below standard for more than two consecutive months or any three months in a Fiscal Year.	Run Chart updated by 10 th business day each month	Performance Improvement Report
MPD Protocol Compliance	Comply with Medical Priority Dispatch Protocol	≥ 90% compliance based on accreditation standards.	Compliance may not fall below standard for more than two consecutive months or any three months in a Fiscal Year.	Run Chart updated by 10 th business day each month	Performance Improvement Report
STAR Flight Card Compliance	Comply with STAR Flight Dispatch Protocol Cards	≥ 90% compliance	Compliance may not fall below standard for more than two consecutive months or any three months in a Fiscal Year.	Run Chart updated by 10 th business day each month	Performance Improvement Report

Key Result Area: Emergency Response

Response Time Standard :	
	P1 – 11:59 P2 – 13:59 P3 – 15:59 P4 – 17:59 P5 – 19:59

City and County may agree to pilot a trial of urbanization/population-based response time performance in lieu of the response time standards contained above.

Indicator	Desired Outcome	Standard	Acceptable Quality Level	Monitoring Method	Improvement Actions
County Overall On-Time Rate	Arrive quickly to EMS calls with ambulances or other County approved resource	≥ 90% to all priorities of EMS calls combined using the Response Time Standard	Reliability may not fall below 90%	Run Chart updated by 10 th business day each month	Performance Improvement Report

Key Result Area: Patient Assessment and Care provided by City EMS Personnel

Indicator	Desired Outcome	Standard	Acceptable Quality Level	Monitoring Method	Improvement Actions
Aspirin Administration in ACS	All patients exhibiting signs of a ACS (Acute Coronary Syndrome) receive Aspirin before arrival at the hospital.	100% of patients with no contraindications	Performance may not fall below 98% for more than two consecutive months or any three months in a Fiscal Year.	Run Chart updated by 10 th business day at the beginning of each quarter	Performance Improvement Report
Blood Glucose Test in Stroke	All patients exhibiting signs of a Cerebrovascular Accident (Stroke) receive a blood glucose test before arrival at the hospital.	100% of patients with no contraindications	Performance may not fall below 98% for more than two consecutive months or any three months in a Fiscal Year.	Run Chart updated by 10 th business day at the beginning of each quarter	Performance Improvement Report
Cardiac Arrest Arrival at Facility with a Pulse	As many patients as possible who are treated for cardiac arrest by EMS arrive at the hospital with a pulse.	≥ 30% of patients with attempted resuscitation by ATCEMS	Performance may not fall more than 10% in any six month period.	Run Chart updated by 10 th business day at the beginning of each quarter	Performance Improvement Report

Key Result Area: Medical Transportation

Indicator	Desired Outcome	Standard	Acceptable Quality Level	Monitoring Method	Improvement Actions
STEMI Alert Transport	All patients who need and accept medical care related to a STEMI Alert are transported to an appropriate STEMI specialty care facility.	≥ 90% Patients with EMS identified STEMI Alert are transported to appropriate specialty care facility or have documented reason for exception.	Performance may not fall below 87% for more than two consecutive months or any three months in a Fiscal Year.	Run Chart updated by 10 th business day each month	Performance Improvement Report
Stroke Alert Transport	All patients who need and accept medical care related to a Stroke Alert are transported to an appropriate stroke specialty care facility.	≥ 90% Patients with EMS identified Stroke Alert are transported to appropriate specialty care facility or have documented reason for exception.	Performance may not fall below 87% for more than two consecutive months or any three months in a Fiscal Year.	Run Chart updated by 10 th business day each month	Performance Improvement Report
Trauma Activation Transport	All patients who need and accept medical care related to a Trauma Activation are transported to an appropriate trauma specialty care facility.	≥ 90% Patients with EMS identified Trauma Activation are transported to appropriate specialty care facility or have documented reason for exception.	Performance may not fall below 87% for more than two consecutive months or any three months in a Fiscal Year.	Run Chart updated by 10 th business day each month	Performance Improvement Report

Key Result Area: Fleet Management

Indicator	Desired Outcome	Standard	Acceptable Quality Level	Monitoring Method	Improvement Actions
On-time maintenance performed	Vehicles receive required maintenance on time.	≥ 95% of the time, vehicles receive required maintenance on or before the date on which maintenance is scheduled for them.	Reliability may not fall below 92% for more than two consecutive months or any three months in a Fiscal Year.	Run Chart updated by 10 th business day each month	Performance Improvement Report

Key Result Area: Customer Service

Indicator	Desired Outcome	Standard	Acceptable Quality Level	Monitoring Method	Improvement Actions
Customer Satisfaction Score	Create satisfied customers	≥ 95% of patients are satisfied or very satisfied with our customer service.	Customer satisfaction may not fall below 92% for more than two consecutive months or any three months in a Fiscal Year.	Run Chart updated by 10 th business day each month.	Performance Improvement Report

**ATTACHMENT C
MONTHLY AGREEMENT FEES PAYABLE DURING FY 2018**

The Monthly Agreement Fee identified below is the total monthly cost to County for the Services under this agreement.

Negotiated Annual Cost to County

The negotiated annual cost to County is intended to be a fee for Services provided. It is not based on reimbursement of costs incurred by City but on the value of the Services contracted for and provided.

\$14,727,002	Annual Fee for Services
\$19,800	ACS Fee (STAR Flight Dispatching)
\$14,746,802	Annual Cost to County

Payment Schedule

The City will make payment in twelve equal monthly installments, due to the County as prescribed in this agreement.

Summary of Adjustments for FY2018

The negotiation of the annual cost to County included consideration of the following factors and negotiated changes in responsibilities in the agreement:

1. The Total Agreement Fee in Fiscal Year 2017
2. The Total Agreement Fee includes fuel, maintenance, and administrative costs.
3. County previously paid \$35,000 for support of station rentals, maintenance, and other costs of station use outside of this agreement. Because County no longer has responsibility for financing stations and will no longer incur this cost, County is providing these funds to City.
4. Adjustments based on City annexations and performance based measures (rather than level of effort) reduce the total agreement fee.
5. City is responsible for all vehicle maintenance, service, and fuel costs.

Future Adjustments to Costs

County may adjust response time requirements as City moves from the role of primary ALS ambulance provider to the role of mutual aid and safety-net provider in areas where Emergency Services Districts provide emergency ambulance transportation. The County will not provide funding for redundant emergency medical ambulance services if these services are provided by a municipality or ESD or other party, unless authorized through a mutually beneficial ILA and that assigns roles and funding that do not cause redundant service provision and increased costs.

There will be no fee adjustment for ambulance transportation services by Affiliated ESDs during the Fiscal Year 2018 unless already stated in this Attachment C.

Vehicle Transfers and Ownership

City acknowledges that:

1. County will not purchase ambulances or vehicles for use by City in providing Services in this performance-based agreement.
 - A. Separate from the Total Agreement Fee, the County shall pay \$471,620.00 to the City for the purchase of two ambulances as required in the Third Amendment of this agreement. This is a one-time payment to be coordinated between City and County.
2. City is solely responsible for providing and maintaining an adequate fleet to provide the Services and meet the performance standards in this agreement.
3. Through a separate agreement, the County will transfer to the City at a cost, various emergency vehicles owned by the County and used by the City.

Continued Revenue Due to County

As codified in the third amendment and clarified further within this agreement, the City shall continue to provide revenue to the County for patients that receive services from the City through September 30, 2018 including funds related the Federal Medicare 1115 Waiver Program.

The final Federal Medicare 1115 Waiver Program payment, if still available to the City is expected to be received by the City between October – December 2019 and then paid to the County by December 31, 2019 for the performance period covered by this agreement.

Line Items Excluded from Fee for Service

The following line items from the FY 2018 Approved EMS General Fund Budget are excluded from the Fee for Service and County pays none (0%) of the following line items:

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

ATTACHMENT D: MEDICAL DIRECTION

1. Purpose

This Attachment includes all components related to medical direction that had previously been included in the agreement. This Attachment supersedes all previous medical direction, Office of Medical Director, and EMS Medical Director provisions and is intended to be transitional.

2. Intention of County

County is interested in developing a new medical direction model that will replace the existing framework for implementation in October 2018. County is seeking a model that can incorporate the evolving needs of the County and the ESDs.

3. Medical Direction for the EMS Department

City shall provide the services of an EMS Medical Director who must perform all medical director functions and oversight responsibilities required by law for the EMS Department at City's cost. County is not responsible for providing funding for City employees.

4. Medical Direction for County

City shall provide the services of an EMS Medical Director to perform all medical director functions and oversight responsibilities required by law for Participating ESDs and Parks First Responders in compliance with the rules and regulations of the Texas Department of State Health Services and the Texas Medical Board.

- 4.1 City shall provide on-line medical direction 24 hours per-day, 7 days per-week, 365 days per-year as identified in medical/clinical protocols.
- 4.2 The EMS Medical Director shall provide Clinical Operating Guideline orientation every two years for all EMS System personnel with accompanying training for all major revisions.
- 4.3 The EMS Medical Director shall conduct a review of the Clinical Operating Guidelines at least once per-year and update providers from Participating ESDs and Parks First Responders on changes.
- 4.4 The EMS Medical Director shall form and use a system protocol review committee to facilitate input on suggested changes with the committee comprised of providers involved in direct patient care from representatives from Participating ESDs and Parks First Responders.

- 4.5 The EMS Medical Director will conduct a minimum of two System Equipment Committee Meetings per-year to facilitate input on equipment used by City and providing the Participating ESDs and Parks First Responders with the opportunity to coordinate equipment use.
- 4.6 If it is necessary for City to hire an EMS Medical Director, the County Judge and the City Manager or their designees shall establish a search team to implement an appropriate search process and to submit recommendations to the City Manager. Under the City Charter, the City Manager has the authority to hire and fire City personnel. The City Manager may hire or designate an Interim Medical Director while the search to hire a Medical Director is being completed and which is also acceptable to County.
- 4.7 City shall establish performance standards for the EMS Medical Director and evaluate the EMS Medical Director's performance annually. Before any formal evaluation of the EMS Medical Director, City shall request information and comments from the County Executive, Emergency Services about the performance to date related to the services provider under this agreement.

5. EMS Personnel Credentialing

It is necessary to rapidly authorize EMS personnel to be placed into service while assuring their clinical patient care capabilities are sound. As a licensed or certified EMS provider, personnel have proven that they are minimally qualified to provide EMS services by the State of Texas. The credentialing process shall be directly applicable to working within the Austin-Travis County EMS System medical direction system so that the EMS Medical Director is comfortable with issuing the credential to an individual operating under their license.

- 5.1 The Medical Director shall facilitate the credentialing of EMS personnel, which may differ from the standards used within the EMS Department, for service within the Participating ESDs and Parks First Responders.
- 5.2 Should the EMS Medical Director wish to make adjustments to the procedure for the temporary or permanent revocation of provider credentials within the term of this agreement, a meeting shall be convened with the Participating ESDs and Parks First Responders to discuss the impacts of any proposed changes.

6. Continuing Education

The EMS Medical Director shall provide training opportunities through the following:

- 6.1 Two (2) hours of required online continuing education for BLS/ILS providers every 6 months that will be posted to the online delivery tool designated by the EMS Medical Director; and
- 6.2 At least one opportunity per-year for initial training in competency evaluation for designated providers of Parks First Responders and ESDs that meet the EMS Medical Director's criteria for System Educators; and
- 6.3 At least two (2) training opportunities per-year for qualified System Credentialing Preceptors, as long as minimum enrollment requirements are met in a Participating ESD or Parks First Responder location.

7. Performance Improvement

The EMS Medical Director shall dedicate a physician, approved by County, to support Participating ESDs and Parks First Responders to provide the following services:

- 7.1 Conduct an onsite visits to Participating ESDs and Parks First Responders during the term of this agreement.
- 7.2 Based on the review of patient care records, discuss select cases with the providers from Participating ESDs and Parks First Responders that are of educational benefit or of concern related to clinical care.
- 7.3 Assist Participating ESDs and Parks First Responders with targeted improvement training as requested.