



## Travis County Commissioners Court Agenda Request

**Meeting Date:** February 28, 2012

**Prepared By/Phone Number:** Casey Ping/854-6460

**Elected/Appointed Official/Dept. Head:** Danny Hobby

**Commissioners Court Sponsor:** County Judge Samuel T. Biscoe

### **AGENDA LANGUAGE:**

CONSIDER AND TAKE APPROPRIATE ACTION REGARDING AN AMENDMENT OF AGREEMENT FOR TRANSPORT HELICOPTER SERVICES AMONG TRAVIS COUNTY, ST. DAVID'S MEDICAL CENTER, AND PEDIATRIX MEDICAL SERVICES, INC. D/B/A MAGELLA MEDICAL ASSOCIATES.

### **BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

This Agreement was approved in May 2008 between Travis County, St. David's Medical Center (SDMC) and Pediatrix Medical Services to use STAR Flight helicopters for transport of neonatal patients from hospitals in Central Texas to the neonatal intensive care unit at SDMC, and transport of maternal patients from hospitals in Central Texas to the Labor & Delivery unit at SDMC.

This Amendment clarifies medical direction, and roles and responsibilities of medical personnel for these critical patients for both the hospital and STAR Flight medical crews during transport.

### **STAFF RECOMMENDATIONS:**

STAR Flight staff and Emergency Services recommend approval of this Amendment.

### **ISSUES AND OPPORTUNITIES:**

Staff feels this Amendment assists in providing the best critical care service to the patient involved in the transport.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

Each party is responsible for billing the patient for their services. STAR Flight will not receive any additional revenue from the other parties for operating the helicopters.

**REQUIRED AUTHORIZATIONS:**

**Barbara Wilson, County Attorney's Office**

**Bill Derryberry, PBO**

**Marvin Brice, Purchasing Office**

**Tracy LeBlanc, Auditor's Office**



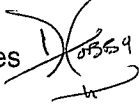
Austin-Travis County  
**STAR Flight**



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Austin, TX 78724  
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Dispatch 1-800-531-STAR  
Administration (512) 854-6464  
Fax (512) 854-6466

**To:** Travis County Commissioners Court

**Through:** Danny Hobby, County Executive, Emergency Services 

**From:** Casey Ping, Program Manager, **STAR Flight**

**Date:** February 7, 2012

**Subject:** Amendment to Critical Care Agreement with St. David's Medical Center and Pediatrix Medical Service, Inc.

The **STAR Flight** management team in conjunction with St. David's Medical Center's staff and Pediatrix's staff has developed an amendment to our existing critical care Agreement ("Agreement For Transport Helicopter Services Among Travis County, St. David's Medical Center, and Pediatrix Medical Services, Inc. d/b/a Magella Medical Associates") for the transport of critical high risk obstetrical patients. This amendment (see attached) clarifies medical direction and the roles and responsibilities of medical personnel for these critical patients for both the hospital and **STAR Flight** medical crews during transport.

Patients transported under the Agreement will be charged patient fees already established by the Court.

This amendment to the Agreement continues our partnerships and strengthens our relationship with Travis County based hospitals. It facilitates getting patients into Austin for definitive care.

Please let me know if you have any questions or need additional information.

**AMENDMENT OF  
AGREEMENT FOR  
TRANSPORT HELICOPTER SERVICES  
AMONG TRAVIS COUNTY,  
ST. DAVID'S MEDICAL CENTER, AND  
PEDIATRIX MEDICAL SERVICES, INC.  
d/b/a MAGELLA MEDICAL ASSOCIATES**

This Amendment of Agreement is made among the following parties:

Travis County, a political subdivision of the State of Texas ("County") and

St. David's Healthcare Partnership, L.P., LLP d/b/a St. David's Medical Center ("SDMC") and

Pediatrix Medical Services, Inc., a non-profit corporation, incorporated in Texas and certified by the Texas Medical Board pursuant to Section 162.001 (b) of the Texas Medical Practice Act, d/b/a Magella Medical Associates ("Pediatrix").

**RECITALS**

County, SDMC, and Pediatrix have entered into an Agreement for Transport Helicopter Services Among Travis County, St. David's Medical Center and Pediatrix Medical Services, Inc. d/b/a Magella Medical Associates that was executed by the last party to sign on July 15, 2008 ("Agreement"). This Agreement was to offer aero-medical critical care transport services which involve the transport of neonatal and maternal patients from hospitals in Central Texas. The transportation of neonatal patients and the transportation of maternal patients are necessary to improve clinical care of these patients.

The Agreement contemplates the possibility of its amendment in several circumstances.

Since that Agreement was executed SDMC and Pediatrix have determined that there may be cases which involve Intensive Care level transportation of maternal patients to which different provisions should apply. County, SDMC, and Pediatrix are amending the Agreement to address the manner in which these patients are cared for during transport.

**AMENDMENT**

NOW, THEREFORE, County, SDMC, and Pediatrix mutually agree to amend the Agreement as follows:

1. Section III. RESPONSIBILITIES OF COUNTY is amended by adding the following as a new subparagraph after the end of subparagraph g.:
  - h. Upon request for an Intensive Care level maternal transport by SDMC or Pediatrix; County, through its *STAR Flight* medical crew under the direction of its medical director, shall have the primary responsibility for the care of the

patient from receipt of the patient at the Sending Hospital until delivery of the patient to the receiving hospital.

- i. During a transport resulting from a request for an Intensive Care level maternal transport by SDMC or Pediatrix; if there are any conflicts related to patient treatment, County, through its *STAR Flight* medical crew shall retain responsibility until the issues are resolved by the *STAR Flight* medical director and the SDMC High Risk Obstetrical medical director.

2. Section V. RESPONSIBILITIES OF SDMC is amended by adding the following as new subparagraphs after the end of subparagraph i.:

- j. Upon request for an Intensive Care level maternal transport by SDMC or Pediatrix; SDMC, through any members of its Transport team who accompany the patient during the transport, shall provide support to the *STAR Flight* medical crew and may provide care within the scope of their specialized area of care under the direction of the SDMC High Risk Obstetrical medical director.

- k. During a transport resulting from a request for an Intensive Care level maternal transport by SDMC or Pediatrix; if there are any conflicts related to patient treatment, County, through its *STAR Flight* medical crew shall retain responsibility until the issues are resolved by the *STAR Flight* medical director and the SDMC High Risk Obstetrical medical director.

3. Section VI. RESPONSIBILITIES OF PEDIATRIX is amended by adding the following as a new subparagraph after the end of subparagraph h.:

- i. Upon request for an Intensive Care level maternal transport by SDMC or Pediatrix; Pediatrix, through any members of its Transport team who accompany the patient during the transport, shall provide support to the *STAR Flight* medical crew and may provide care within the scope of their specialized area of care under the direction of the SDMC High Risk Obstetrical medical director.

- j. During a transport resulting from a request for an Intensive Care level maternal transport by SDMC or Pediatrix; if there are any conflicts related to patient treatment, County, through its *STAR Flight* medical crew shall retain responsibility until the issues are resolved by the *STAR Flight* medical director and the SDMC High Risk Obstetrical medical director.

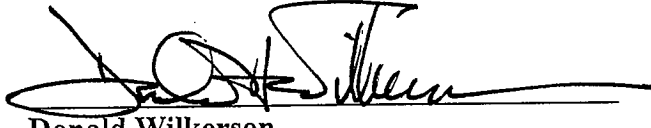
4. Section VII. BILLING is deleted and the following is inserted in its place:

- a. Each party shall, as appropriate and in compliance with applicable law, separately bill the appropriate payor or patient family for services provided under this Agreement. County bills for helicopter transports and, in the case of a request for an Intensive Care level maternal transport, medical care and supplies provided. SDMC bills for the specialty medical services provided by the Transport team.

Pediatrix bills for the services provided by the MFMs, Neonatologists and NNPs. Neither SDMC nor Pediatrix shall separately compensate County for services provided under this Agreement.

5. County, SDMC, and Pediatrix hereby incorporate this amendment into the Agreement For Transport Helicopter Services Among Travis County, St. David's Medical Center, And Pediatrix Medical Services, Inc. D/B/A magella Medical Associates. County, SDMC, and Pediatrix hereby ratify all of the terms and conditions of the Agreement as amended in this document.
6. The changes stated in this Amendment are effective August 1, 2011.
7. This Amendment is executed in multiple originals.

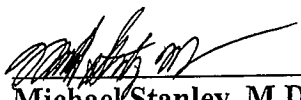
**ST. DAVID'S HEALTHCARE PARTNERSHIP, L.P., LLP**  
d/b/a **ST. DAVID'S MEDICAL CENTER**

By:  Date: 1-26-12  
Donald Wilkerson  
CEO St. David's Medical Center

**TRAVIS COUNTY, A POLITICAL SUBDIVISION**  
**OF THE STATE OF TEXAS**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Samuel T. Biscoe  
County Judge

**PEDIATRIX MEDICAL SERVICE, INC.**  
d/b/a **MAGELLA MEDICAL ASSOCIATES**

By:  Date: 1/18/2012  
Michael Stanley, M.D.  
President