



Travis County Commissioners Court Agenda Request

Meeting Date: February 28, 2012

Prepared By/Phone Number: Shannon Pleasant, CTPM / 854-1181
Marvin Brice, CPPB / 854-9765

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Interlocal Agreement No. IL120116SH, Education and Training Services, University of Texas Southwestern Medical Center.

Ø **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.

STAR Flight is requesting Travis County Purchasing assistance with the contracting and purchasing of EMS training program services from the University of Texas Southwestern Medical Center.

Ø The InterLocal Agreement with The University of Texas Southwestern Medical Center will provide STAR Flight Nurses (who are currently Registered Nurses with Emergency Medical Technician (EMT)- Basic), with the necessary training to prepare them to take the National Registry of EMT exam for Paramedic certification, upon completion of the program. The Department of Health and Human Services staffing for air ambulances includes the requirement that at least one of the medical crew members be a paramedic. Having all STAR Flight medical crew members with a paramedic certification will allow for more flexible staffing.

Ø **Contract Expenditures:** This is a new contract. \$0.00 has been spent against this contract.

ID #5963

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.

Ø **Contract-Related Information:**

Award Amount: \$17,500

Contract Type: Interlocal Agreement

Contract Period: Execution thru January 3, 2013

Ø **Contract Modification Information: N/A**

Modification Amount:

Modification Type:

Modification Period:

Ø **Solicitation-Related Information: N/A**

Solicitations Sent:

Responses Received:

HUB Information:

% HUB Subcontractor:

Ø **Special Contract Considerations: N/A**

Award has been protested; interested parties have been notified.

Award is not to the lowest bidder; interested parties have been notified.

Comments:

Ø **Funding Information:**

Purchase Requisition in H.T.E.:

Funding Account(s): 00159106026503 and 00159106026506

Comments: Services will be contracted on an as needed basis.

ID #5963

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Austin-Travis County
STAR Flight



7800 Old Manor Road
Austin, TX 78724
www.starflightrescue.org

Dispatch 1-800-531-STAR
Administration (512) 854-6464
Fax (512) 854-6466

To: Marvin Brice, Assistant Purchasing Agent
Travis County

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

Date: November 2, 2011

Subject: Registered Nurse to EMT-Paramedic training

STAR Flight is requesting Travis County Purchasing assistance with the contracting and purchasing of EMS training program. When complete this program will allow the current **STAR Flight** Nurses, currently Registered Nurse with Emergency Medical Technician (EMT)- Basic, to take the National Registry of EMT exam for Paramedic.

Department of Health and Human Services (DHS) staffing requirements for air ambulances include the requirement that at least one of the medical crew members must be a paramedic. Having all **STAR Flight** medical crew members with a paramedic certification will allow for more flexible staffing.

Program personnel have been in contact with UT Southwestern and they indicate they can provide the requested training.

UT Southwestern contact information:

Ruth Price, Contracts Specialist

Office of Contracts Management

UT Southwestern Medical Center

5323 Harry Hines Blvd.

Dallas, Texas 75390-9062

(214) 648-4420

(214) 648-0845 FAX

email: RUTH.PRICE@UTSOUTHWESTERN.EDU

UT Southwestern will:

1. Review each nurses' CV or resume for admission approval
2. Submit course approval to DSHS
3. Provide directed resources for independent study
4. Review clinical rotations for compliance
5. Teach an on-site 3 day course (dates to be coordinated by both parties) to include
 - a. Review of content of course with emphasis on knowledge gaps
 - b. Test out each component course (Introduction of Advanced Practice, Trauma Mgmt, Cardiology, Medical Emergencies, Special Populations)
 - c. Provide directions to self-remediate any failed component exams (re-tests to be administered at UT Southwestern before with final exam)
6. Provide a ½ day at UT Southwestern for nurses to take comprehensive final (same pass criteria as paramedic students)
7. Review field evaluation materials for compliance in the requirement (minimum of 72 hours and a minimum of 7 successful ALS team leads)
8. Provide class days at UT Southwestern for nurses to attend NREMT prep course
9. Provide a day at UT Southwestern for NREMT testing for nurses

UT Southwestern estimated cost:

1. \$2500 for services (per course)
2. \$60 reimbursement for Course approval application for DSHS
3. \$200 per nurse for NREMT skills testing
4. \$100 per nurse per day for NREMT prep days
5. Reimbursement for travel expenses related to providing on site 3 day course (State rates for mileage, etc)

We would like for this to be a multi course/multiple year, as needed contract.

We are still waiting to get final account and funding information from the Auditor's Office but will forward those as soon as we get them.

Please let me know if you need further information

Casey

cc. Danny Hobby, County Executive
Travis County Emergency Services

CONTRACT ID NO. 2012-200380

**PROFESSIONAL SERVICES
AGREEMENT**

BETWEEN

TRAVIS COUNTY

AND

UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER

FOR

EDUCATION AND TRAINING SERVICES

DRAFT

CONTRACT NO. L12-116SH



Travis County Purchasing Office

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PROFESSIONAL SERVICES AGREEMENT FOR EDUCATION AND TRAINING SERVICES

This Agreement is made and entered into by and between the following parties: Travis County, Texas, (the "COUNTY") and the University of Texas Southwestern Medical Center, 5323 Harry Hines Blvd., Dallas, Texas 75390 (the "CONTRACTOR").

RECITALS

COUNTY desires to obtain the education and training services for Travis County Nurses.

CONTRACTOR has the professional ability and expertise, and any necessary professional degrees, licenses, and certifications to provide these services.

AGREEMENT

1.0 DEFINITIONS

In this Agreement,

- 1.1 "Commissioners Court" means the Travis County Commissioners Court.
- 1.2 "County Auditor" means Travis County Auditor Susan Spataro or her successor.
- 1.3 "DIRECTOR" means the Director of the Travis County STAR Flight program or her designee.
- 1.4 "DSHS" means Texas Department of State Health Services.
- 1.5 "Is doing business" and "has done business" mean:
- 1.5.1 paying or receiving in any calendar year any money or valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or,
 - 1.5.2 loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;
 - 1.5.3 but does not include
 - 1.5.3.1 any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public,
 - 1.5.3.2 any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by CONTRACTOR in the ordinary course of its business; and
 - 1.5.3.3 a transaction for a financial service or insurance coverage made on behalf of CONTRACTOR if CONTRACTOR is a national or multinational corporation by an

agent, employee or other representative of CONTRACTOR who does not know and is not in a position that he or she should have known about the Agreement.

- 1.6 "Key Contracting Person" means any person or business listed in Exhibit 1 to the Affidavit attached to this Agreement and marked as Attachment D.
- 1.7 "NREMT" means the Nation Registry of Emergency Technicians.
- 1.8 "Parties" mean Travis County, Texas, and University of Texas Southwestern Medical Center.
- 1.9 "Purchasing Agent" means Travis County Purchasing Agent Cyd V. Grimes or her successor.
- 1.10 "Services" means the services and activities described in Attachment A, Scope of Services.

2.0 TERM

2.1 Initial Term. The Initial Term of this Agreement shall commence upon complete execution by all parties and shall continue through January 3, 2013, unless sooner terminated as provided herein.

2.2 Renewal Term(s). Subject to continued funding by the Commissioners Court, this Agreement automatically renews on January 4 of each year for succeeding terms of one year unless sooner terminated by either Party as provided herein.

2.3 Termination. Either Party may terminate this Agreement at any time by giving the other Party written notice of such termination at least thirty (30) days before the effective date of the termination.

3.0 OBLIGATIONS OF PARTIES

3.1 CONTRACTOR'S RESPONSIBILITIES

3.1.1 Performance of Services. CONTRACTOR shall perform, in a timely manner, the Services pursuant to the agreement. CONTRACTOR shall provide Services at mutually determined dates and locations, to assist COUNTY STAR Flight nurses to challenge the Paramedic course and obtain certification from NREMT and the DSHS.

3.1.2 Ethical Standards. CONTRACTOR shall ensure that all its agents and employees who perform Services pursuant to the agreement and exercise all discretionary powers in a manner consistent with applicable professional ethical standards for their performance and his best professional judgment.

3.1.3 Subcontracting. Except as otherwise specifically provided herein, CONTRACTOR is prohibited from hiring or subcontracting with any other person to perform any of CONTRACTOR'S Services or obligations under this Agreement.

3.1.4 Civil Rights/ADA Compliance. CONTRACTOR shall provide all Services in compliance with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933].

3.1.5 Legal Compliance. CONTRACTOR shall comply with all federal, state, county, and city laws, rules, regulations and ordinances applicable to providing the Services and performing all obligations under this Agreement.

3.1.6 Payment of Property Taxes. CONTRACTOR warrants that CONTRACTOR is not currently delinquent in payment of property taxes to the Travis County Tax Assessor Collector.

3.1.7 Insurance Requirements CONTRACTOR shall comply with Attachment C, "Insurance Requirements".

3.1.8 Federal Funds. CONTRACTOR warrants that no Federal appropriated funds have been paid or will be paid, by or on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

3.1.9 Communications. CONTRACTOR may communicate all requests for direction and factual information relating to Services to the DIRECTOR and may rely on all factual information supplied by the DIRECTOR in response to these requests. However, DIRECTOR is not the agent of County or the Commissioners Court or any elected official of County for any other purpose than conveying factual information.

3.1.10 Right to Intellectual Material. CONTRACTOR shall transfer title to all work products produced under this Agreement including programming, reports, charts, schedules, or other appended documentation to any responses, inquiries, correspondence, and related material submitted by CONTRACTOR upon receipt by COUNTY.

3.2 COUNTY'S RESPONSIBILITIES

3.2.1 Scope of Services. COUNTY shall perform, in a timely manner, the following duties and obligations:

- 3.2.1.1 Inform COUNTY nurses of resources and class information;
- 3.2.1.2 Provide CONTRACTOR with nurse background and experience and continuing education information;
- 3.2.1.3 Teach all hands-on skills in the list in Attachment A to nurses with qualified instructors using NREMT Paramedic criteria when available;
- 3.2.1.4 Arrange for class facilities and any necessary handouts for nurses;
- 3.2.1.5 Arrange for clinical experience and internship as specified by CONTRACTOR and forward documentation of evaluation to CONTRACTOR;
- 3.2.1.6 Arrange for NREMT written exam testing at Pearson View Center and DSHS paperwork.

4.0 COMPENSATION, BILLING AND PAYMENT

4.1 Fees. For and in consideration of the satisfactory performance by CONTRACTOR of the Services and CONTRACTOR's compliance with this Agreement, COUNTY shall pay CONTRACTOR for the Services provided at the rates stated in Attachment B, Fee Schedule.

4.2 Satisfactory Completion of Services. COUNTY is not responsible for the costs of any Services that are not performed to COUNTY'S satisfaction and given COUNTY'S approval. COUNTY shall not unreasonably withhold its approval. COUNTY'S obligation to make any payment to CONTRACTOR is dependent upon completion of the Services in a timely, good and professional manner and at a standard acceptable in CONTRACTOR'S profession.

4.3 Timely Payment. COUNTY shall pay CONTRACTOR within thirty (30) days after completion of the Services and the receipt of a complete and correct invoice from CONTRACTOR. Accrual and payment of interest on overdue payments is governed by Chapter 2251 of the Texas Government Code.

4.4 Invoicing. CONTRACTOR shall submit invoices to COUNTY on a monthly basis and each invoice shall contain the name of each nurse served by CONTRACTOR, the type of service provided by CONTRACTOR, the total hours of service provided by CONTRACTOR, the hourly fee assessed for each service provided by CONTRACTOR and the total amount of payment requested for each nurse. Each invoice submitted by CONTRACTOR to COUNTY shall be signed by CONTRACTOR

4.5 Overpayment. If COUNTY determines that it has overpaid CONTRACTOR, CONTRACTOR shall refund to COUNTY any money paid to CONTRACTOR by COUNTY in excess of what is due. CONTRACTOR shall refund the overpayment to COUNTY within thirty (30) days after COUNTY requests the refund. If CONTRACTOR fails to refund any money owed to COUNTY, COUNTY may offset the refunding of the next amount payable to CONTRACTOR under this Agreement or any subsequent Agreement COUNTY may enter with CONTRACTOR.

4.6 Taxpayer Identification. CONTRACTOR shall provide COUNTY with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations to the County Auditor before any Agreement funds are payable.

4.7 Delinquent Property Taxes. Notwithstanding anything to the contrary in this Agreement, if CONTRACTOR is delinquent in the payment of property taxes at the time of invoicing, CONTRACTOR hereby assigns an amount equal to the delinquent taxes to the Travis County Tax Assessor-Collector for the payment of those taxes.

4.8 Disbursements to Persons with Outstanding Debt. In this section, "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with the COUNTY. In accordance with Section 154.045 of the Texas Local Government Code, if notice of Debt has been filed with the County Auditor or County Treasurer evidencing the Debt of CONTRACTOR to the State, the County or a salary fund, a check or warrant may not be drawn on a COUNTY fund in favor of the CONTRACTOR, or an agent or assignee of CONTRACTOR until the County Treasurer notifies CONTRACTOR in writing that the Debt is outstanding; and the Debt is paid. COUNTY may apply any funds COUNTY owes CONTRACTOR to the outstanding balance of Debt if the notice made under this section includes a statement that the amount owed by the COUNTY to CONTRACTOR may be applied to reduce the outstanding Debt.

4.9 Period of Services. COUNTY shall not be liable for costs incurred or performances rendered by CONTRACTOR before or after the term of this Agreement.

4.10 Exemption from County Purchasing Act. Pursuant to Texas Local Government Code § 262 et seq., Commissioners Court hereby orders that this Agreement is exempt from the requirements of the County Purchasing Act because it is a contract for the purchase of personal or professional services.

5.0 RECORDS ACCESS

5.1 Records Maintenance. CONTRACTOR shall create, maintain, and retain, and shall make reasonably available to COUNTY, all necessary and appropriate records, information, and documentation (including all accounting records) relating to Services for three (3) years after the provision of the Services, or until any litigation concerning any of the Services has been satisfactorily resolved, whichever occurs later. CONTRACTOR shall provide copies of such records to COUNTY upon written request to CONTRACTOR at a cost mutually agreed to by COUNTY and CONTRACTOR

5.2 Access to Records. COUNTY or its duly authorized representatives shall have access to any and all records, information and documentation of CONTRACTOR, which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. CONTRACTOR shall maintain the records, information, and documentation in a readily available state and location, reasonably accessible to COUNTY or their authorized representatives.

6.0 AMENDMENTS MODIFICATIONS

6.1 General. Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any attachments to it shall be in writing and signed by each Party. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY COMMISSIONERS COURT.

6.2 Requests for Changes. CONTRACTOR shall submit all requests for changes to the terms of this Agreement or any attachment to it to the DIRECTOR with a copy to the Purchasing Agent.

6.3 Purchasing Agent Authority. CONTRACTOR understands and agrees that the Purchasing Agent has certain authority to approve an Amendment subject to applicable law and County policy, as approved by the Commissioners Court. Within that authority, the Purchasing Agent may approve Amendment requests under this Agreement. The Purchasing Agent will advise CONTRACTOR as to such authority upon submission of a request for Amendment; at any time, the Purchasing Agent may submit any request to the Commissioners Court for approval, regardless of the authority of the Purchasing Agent to sign the Amendment.

7.0 OTHER PROVISIONS:

7.1 INDEMNIFICATION. Subject to section 7.2 and to the extent allowed by the Texas Constitution and Texas law, CONTRACTOR SHALL INDEMNIFY COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES, AND BEAR THE RISK OF LOSS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE,

CAUSES OF AUCTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY CONTRACTOR, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY CONTRACTOR UNDER THIS CONTRACT.

7.2 CONTRACTOR shall not be liable to COUNTY or any of its officers, agents, or employees when the injury or damage to person or property is caused by the negligence of COUNTY, its officers, agents, employees or the negligence of a person or persons not under the supervision or control of CONTRACTOR.

7.3 Copyrights, Patents & Licenses. CONTRACTOR represents and warrants that (i) all applicable copyrights, patents, licenses, and other proprietary or intellectual property rights which may exist on materials used in this Agreement have been adhered to and (ii) COUNTY shall not be liable for any infringement of those rights and any rights granted to the COUNTY shall apply for the duration of this Agreement. To the extent allowed by the Texas Constitution and Texas law, CONTRACTOR shall indemnify COUNTY, its officers, agents, and employees and bear the risk of any loss from all claims, losses, damages, causes of action, and liability of every kind including expenses of litigation, court costs and attorney fees for damages to any person or property arising in connection with any alleged or actual infringement of existing patents, licenses, or copyrights applicable to materials used in this Agreement.

7.4 Claims Notification. If any claim, or other action including proceedings before an administrative agency, is made or brought by a person, firm, corporation, or other entity against CONTRACTOR or COUNTY in relation to the performance of this Agreement, the Party against which it was made or brought shall give the other Party written notice of it in compliance with section 7.8 within three (3) working days after being notified of or the threat of it. Notice shall also include the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. Except as otherwise directed, CONTRACTOR shall furnish to COUNTY copies of all pertinent papers received by CONTRACTOR with respect to these claims or actions.

7.5 No provision of this Agreement may be interpreted to constitute a waiver of immunities or limits of liability granted to either Party under the Texas Constitution or Texas law, including the Tort Claims Act.

7.5 Non-Waiver of Default

7.5.1 No payment, act or omission by COUNTY may be construed as a waiver of any breach or default of CONTRACTOR which then exists or may subsequently exist.

7.5.2 All rights of COUNTY under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right of COUNTY under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy and any action taken in the exercise of any right or remedy shall not be deemed a waiver of any other rights or remedies.

7.6 Forfeiture of Contract If CONTRACTOR has done business with a Key Contracting Person during the 365 day period immediately prior to the date of execution of this Agreement or does business

with any Key Contracting Person at any time after the date of execution of this Agreement and prior to the full performance of this Agreement, CONTRACTOR shall forfeit all benefits of this Agreement and COUNTY shall retain all performance by CONTRACTOR and recover all considerations, or the value of all consideration, paid to CONTRACTOR pursuant to this Agreement

7.7 Entire Agreement

7.7.1 Entire Agreement. All written or oral agreements between the Parties to this Agreement related to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement or in the policies and procedures approved by Commissioners Court for County. Any prior agreements, promises, negotiations, or representations not expressly set forth in this document are of no force and effect.

7.7.2 Attachments. The attachments below are hereby made a part of this Agreement, and constitute promised performances by CONTRACTOR in accordance with all the provisions of this Agreement.

- 7.7.2.1 Attachment A – Scope of Services
- 7.7.2.2 Attachment B – Fee Schedule
- 7.7.2.3 Attachment C – Insurance Requirements
- 7.7.2.4 Attachment D – Ethics Affidavit
- 7.7.2.5 Attachment E – List of Key Contracting Personnel

7.8 Notices:

7.8.1 Written Notice. Any notice required or permitted to be given under this Agreement by one Party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address specified in this section.

7.8.2 County Address. The address of County for all purposes under this Agreement is:

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

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

Casey Ping, Program Director *STAR Flight*
P.O. Box 1748
Austin, Texas 78767

7.8.3 Contractor Address. The address of CONTRACTOR for all purposes and notices under this Agreement is:

The University of Texas Southwestern Medical Center at Dallas
5323 Harry Hines Blvd.

Dallas, Texas 75390-9013
Attn: John A. Roan, Executive VP for Business Affairs

7.9 Change of Address. Each Party may change the address for notice to it by giving written notice of the change in compliance with Section 7.8. Any change in the address shall be reported within fifteen (15) days of the change.

7.10 Suspension. If CONTRACTOR fails to comply with any provision in this Agreement, COUNTY may, upon written notification to CONTRACTOR, suspend this Agreement in whole or in part and withhold further payments to CONTRACTOR, until CONTRACTOR is in compliance with the provisions of this Agreement or Agreement is terminated.

7.11 Dispute Resolution. The Purchasing Agent acts as the COUNTY representative in the issuance and administration of this contract in relation to disputes. Any document, notice, or correspondence not issued by or to the Purchasing Agent, or other authorized COUNTY person, in relation to disputes is void unless otherwise stated in this agreement. If the CONTRACTOR does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized COUNTY person, the CONTRACTOR must submit a written notice to the Purchasing Agent within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to the CONTRACTOR's satisfaction, CONTRACTOR may submit a written Notice of Appeal to the Commissioners Court, through the Purchasing Agent, in the notice submitted within ten (10) calendar days after receipt of the unsatisfactory reply. CONTRACTOR then has the right to be heard by Commissioners Court.

7.12 Mediation. If the CONTRACTOR is not satisfied with the resolution of the dispute pursuant to paragraph 7.11, CONTRACTOR may notify the County Executive or the DIRECTOR, and, if mediation is acceptable to both Parties, the Parties agree to use a mutually agreed upon mediator or a person appointed by a court of competent jurisdiction, for mediation as described in the Texas Civil Practice and Remedies Code, Section 154.023. Unless both Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Texas Civil Practice and Remedies Code, Section 154.073, unless both Parties agree, in writing, to waive the confidentiality.

7.13 Cooperation and Coordination. CONTRACTOR shall cooperate and coordinate with COUNTY staff and other contractors as reasonable and necessary and as required by the DIRECTOR.

7.14 Independent Contractor. The status of CONTRACTOR and its employees performing Services under this Agreement is that of an independent contractor, operating solely in that capacity. Nothing in this Agreement may be construed to change that status. CONTRACTOR assumes all of the rights, obligations and liabilities applicable to it as an independent contractor. CONTRACTOR shall not be considered an employee of COUNTY, or gain any rights against COUNTY pursuant to the COUNTY'S personnel policies.

7.15 Governing Law. The validity of this Agreement and any of its provisions, as well as the rights and duties of the Parties under it, are governed by the applicable laws of the State of Texas and the United States of America, as well as rules, regulations and ordinances of County and the Rules and Regulation of the Board of Regents of the University of Texas.

7.16 Severability. Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.

7.17 Venue. All obligations under this Agreement shall be performable in Travis County, Texas. Venue for any litigation concerning this Agreement shall be Travis County.

7.18 Assignment. No Party may assign any of the rights or duties created by this Agreement without the prior written approval of the other Party. As a condition of COUNTY approval, CONTRACTOR shall remain liable for completion of Services if the assignee contractor defaults on the Services. It is acknowledged by CONTRACTOR that no officer, agent, employee or representative of COUNTY has any authority to assign any part of this Agreement unless expressly granted that specific authority by Commissioners Court. Neither the COUNTY nor the CONTRACTOR may sublet or transfer his interest in or obligations under this Agreement without the written consent of the other Party. Notwithstanding any other provision of this Agreement, this Agreement shall be binding upon and inure to the benefit of the COUNTY and the CONTRACTOR and their respective successors, executors, administrators, and assigns.

7.19 Performance of Other Services. As a part of this Agreement, it is understood that CONTRACTOR is free to provide services outside this Agreement as it sees fit at those times which CONTRACTOR is not obligated to COUNTY. It is also understood that COUNTY is free to have more than one contractor providing the type of services included in this Agreement.

7.20 Survival. Conditions and covenants of this Agreement which by their terms are performable after the termination, expiration, or end of the Agreement shall survive such termination, expiration, or end and remain fully performable.

7.21 Interpretational Guidelines

7.21.1 Computation of Time. When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that COUNTY has declared a holiday for its employees, these days shall be omitted from the computation.

7.21.2 Number and Gender. Words of any gender in this Agreement shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the Agreement clearly requires otherwise.

7.21.3 Headings. The headings at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Agreement.

7.22 Conflict of Interest Questionnaire: If required by Chapter 176, Texas Local Government Code, the CONTRACTOR shall complete, file and update a Conflict of Interest Questionnaire in compliance with that chapter. The CONTRACTOR should note that the law requires the COUNTY to provide access to a filed Questionnaire on the official Travis County Internet website.

7.23 Debarment, Suspension etc.: In compliance with certification requirements under 15 CFR Part 26, "Government-wide Debarment and Suspension." To the best of its knowledge and belief, CONTRACTOR warrants and certifies that it and its principles:

7.23.1 are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

7.23.2 within three years before this Contract, have not been convicted of or had a civil judgment rendered against them for

7.23.2.1 commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; or

7.23.2.2 violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

7.23.3 are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses in 7.23.2 and

7.23.4 within three years before this Contract, have not had one or more public transactions (Federal, State or local) terminated for cause or default.

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7.24 The person or persons signing this Agreement on behalf of CONTRACTOR, or representing themselves as signing this agreement on behalf of CONTRACTOR, do hereby warrant and guarantee that he, she or they have been duly authorized by CONTRACTOR to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR validly and legally to all terms, performances, and provisions in this Agreement.

DUPLICATE ORIGINALS

This Agreement will be executed in duplicate originals and be effective when executed by both Parties.

University of Texas
Southwestern Medical Center

Travis County


SHAWN COHEUR, DIRECTOR
OFFICE OF CONTRACTS MANAGEMENT

By: _____
Name and Title (Printed)

By: Samuel T. Biscoe
Travis County Judge

Date: 2/8/12

Date: _____

DRAFT

Approved as to legal Form B

Assistant County Attorney

Approved by Purchasing:

Cyd V. Grimes, C.P.M., CPPO

ATTACHMENT A

SCOPE OF SERVICES & PERFORMANCE MEASURES

EDUCATION / TRAINING SERVICES

The Services to be provided by CONTRACTOR include the following:

1. Review each nurse's Curriculum Vitae (CV) or resume for approval to go through this abbreviated course process;
2. Submit course to DSHS for approval;
3. Provide directed resources for independent study;
4. Review clinical rotations for compliance in this requirement;
5. On dates to be coordinated by both Parties, teach an on-site 3 day course at a COUNTY location which includes:
 - a. Review of content of course with emphasis on what nurses may not know;
 - b. About one component course (Introduction of Advanced Practice, Trauma Management, Cardiology, Medical Emergencies, Special Populations);
 - c. Provide classes to self-administer any related component exams (re-tests to be administered at UT Southwestern before final exam);
6. Provide a ½ day at UT Southwestern for nurses to take comprehensive final with the same pass criteria as paramedic students;
7. Review field evaluation materials for compliance in the requirements of a minimum of 72 hours and a minimum of 7 successful ALS team leads;
8. Provide class days at UT Southwestern for nurses to attend NREMT prep (X 2) if they choose to do so
9. Provide a day at UT Southwestern for NREMT testing for nurses;
10. Provide training equipment and facility for classes at UT Southwestern, when requested by COUNTY. COUNTY may only use equipment and facilities at UT Southwestern under UT Southwestern's supervision and all equipment shall remain on UT Southwestern's campus.

ATTACHMENT B
FEE SCHEDULE

EDUCATION AND TRAINING SERVICES

In consideration of full and satisfactory performance of the Services, Travis County shall pay Contractor at the following rates:

Item No.	Item Description	Unit	Cost
1	For teaching a 3-day course at UT Southwestern	Per Course	\$2500
2	As reimbursement for Course approval application for DSHS	Per Application	\$60
3	NREMT Skill Testing	Per Nurse	\$200
4	NREMT Preparation Days	Per Nurse / Per Day	\$100
5	For teaching a 3-day course at County site	Per Course	\$2500 Plus reimbursement as describe below

DRAFT

If courses are taught at County site, COUNTY shall reimburse CONTRACTOR without mark-up for reasonable expenses (including meals, lodging, and mileage) validly incurred directly and solely in support of the Services subject to the current Travel Reimbursement Rates promulgated by the Comptroller of Public Accounts for the State of Texas at <https://fm.x.cpa.state.tx.us/fm/travel/travelrates.php> with regard to meals, lodging, mileage, and all other expenses related to travel. As a condition precedent to receiving reimbursement for expenses and disbursements, CONTRACTOR shall submit receipts, invoices, and other documentation to COUNTY as reasonably required by COUNTY.