



## Travis County Commissioners Court Agenda Request

**Meeting Date:** 03/06/2012

**Prepared By/Phone Number:** George Monnat, 854-9778

**Elected/Appointed Official/Dept. Head:** Cyd Grimes

**Commissioners Court Sponsor:** Judge Biscoe

### Agenda Language:

APPROVE AGREEMENTS WITH THE FOLLOWING HOSPITAL SYSTEMS TO PROVIDE HELI-PAD CAMERAS IN CONJUNCTION WITH STARFLIGHT OPERATIONS:

A. SETON HEALTHCARE D/B/A SETON HEALTHCARE FAMILY, AND

B. ST. DAVID'S HEALTHCARE PARTNERSHIP, L.P., LLP.

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.

Emergency Services has worked to establish agreements with both the St. David's and Seton hospital systems for the expansion of a system of heli-pad cameras at assigned hospitals, allowing communications and security personnel to confirm the status of these heli-pads and to alert pilots and flight crews as to potential hazards before critical phases of flight. This expands the County's camera network currently in place at the STAR Flight hanger and the University Medical Center at Brackenridge.

The Interlocal lays out the services to be provided and paid by each partner.

### Ø **Contract-Related Information:**

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](mailto:Cheryl.Aker@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.

Award Amount:  
Contract Type: Interlocal  
Contract Period: N/A

Ø **Special Contract Considerations:**

- 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.: N/A
- Funding Account(s):
- Comments: These are cost reimbursement agreements.

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Travis County  
**STAR Flight**



7800 Old Manor Road  
Austin, TX 78724  
[www.starflightrescue.org](http://www.starflightrescue.org)

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 Director, **STAR Flight**  
**Date:** February 7, 2012  
**Subject:** Heli-Pads Camera Agreements

In 2008 a mid-air collision of two medical helicopters occurred in Flagstaff, Arizona. These helicopters were both transporting to the same hospital and the incident occurred within 1 mile of the destination. In early 2009, there was a near miss at the University Medical Center at Brackenridge (UMBC) heli-pad.

As a result of these incidents, a meeting was convened with Seton Network and Saint David's Health Network representatives, Austin-Travis County EMS Communications, and **STAR Flight** management to develop ideas to improve safety in and around the Austin area. Several improvements were identified and implemented that included hospital notification systems, and communications improvements that allowed greater notification for in bound helicopters and pilot to pilot communication.

One of the identified areas of concern was the close proximity of the University Medical Center at Brackenridge, St. David's Medical Center, Seton Medical Center and the Heart Hospital heli-pads. In flight times these heli-pads are all less than one minute flight time apart. It was identified that a helicopter could be taking off from either of these pads and in the flight path of another aircraft in less than a minute.

One way to minimize this potential is to create a system of heli-pad cameras (one at each hospital/heli-pad) that would allow communications and security personnel to confirm the status of these heli-pads and alert pilots and flight crews to potential hazards before critical phases of flight. As a note, there have been cameras at the **STAR Flight** hanger and University Medical Center at Brackenridge for many years.

Over the last 18 months the **STAR Flight** team has worked with Travis County ITS to research and develop a strategy for implementation of a proposed system. There were significant issues including bandwidth and security issues that involved two hospital networks, the City of Austin, Travis County and the Combined Transportation, Emergency Communication Center (CTECC). As a result, the only agreeable, cost effective system that could be identified was the use of web-based cameras and the use of a cellular wireless system to transmit the data. This solution addresses the security and bandwidth issues for all entities. The unlimited wireless data package needed to make this system function is only available to government agencies.

Attached are two agreements that will allow both hospital networks to reimburse Travis County for the monthly expenses (\$35.00 per camera per month) associated with these cameras; currently less than \$500 per camera annually. Funding was identified for the cost of each camera (camera/lens, housing, site survey, installation, etc.), so no request for funding is needed for this expense of the project.

Ideally, we would like to see a fully developed system of cameras that would cover all the hospital heli-pads in the Austin area.

**AGREEMENT FOR  
PROVISION OF HELI-PAD CAMERAS  
BETWEEN TRAVIS COUNTY AND  
SETON HEALTHCARE D/B/A SETON HEALTHCARE FAMILY**

This Agreement is made among the following parties:

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

Seton Healthcare d/b/a Seton Healthcare Family ("SETON")

**RECITALS**

SETON operates hospitals and medical centers in various locations which have heli-pads associated with these facilities.

Travis County operates an air ambulance services in Central Texas including the City of Austin and Travis County. The official name of these services is "*STAR Flight*."

County and SETON want to provide heli-pad cameras at the heli-pads at various hospitals operated by SETON. These cameras are necessary to improve safety and security of helicopter operations at these facilities including University Medical Center Brackenridge, Seton Medical Center and Dell Children's Medical Center of Central Texas.

**AGREEMENT**

NOW, THEREFORE, County and SETON mutually agree to the following terms and conditions:

I. TERM OF AGREEMENT

a. **Initial Term:** This Agreement shall begin February 1, 2012 and continue until September 30, 2012 unless sooner terminated as provided in Section V.

b. **Renewal Term:** This Agreement shall automatically renew each year after that for a term of one (1) year unless sooner terminated as provided in Section V.

II. RESPONSIBILITIES OF COUNTY

- a. County shall provide cameras at no cost to SETON for mounting at each heli-pad designated by SETON to the extent that County has funds for that purpose. These cameras comply with applicable federal and state statutes and regulations.
- b. If SETON requests that County provide cameras to SETON in addition to those provided under a. above, for mounting at additional heli-pads designated by SETON, County shall advise SETON of the cost of cameras at that time. Before purchase of any additional cameras, County shall invoice SETON its full invoiced costs of each camera requested and purchase the cameras for SETON within five (5) business days after receipt of the payment. Any additional cameras will comply with applicable federal and state statutes and regulations.
- c. County, through its service provider, shall install and set-up each camera provided.
- d. County, through its service provider, shall provide communications services for the transmission of the information from each camera.
- e. County, through its service provider, shall provide on-going maintenance for each camera.
- f. County shall use reasonable efforts to obtain maintenance and resumption of communications services promptly if there is a failure on the part of its third party service provider to supply the needed services.
- g. During this Agreement, County shall require its service provider to obtain and maintain insurance issued by an insurance company that is authorized to do business in Texas and has an A M Best rating of at least A with limits not less than those prescribed below:

Liability	\$1,000,000.00 per occurrence
	\$3,000,000 aggregate limit
Worker's Compensation:	.....Statutory

Upon request by SETON, County shall require its service provider to provide SETON with a certificate of insurance evidencing this required coverage.

- h. County shall invoice SETON \$500 for the wireless data service fee associated with each camera installed in advance within 10 days after execution and each September after that as an annual communications services fee. If the amount billed to Travis County by its telecommunications service provider for the previous 12 months or portion thereof was less than \$500 for each camera installed, County shall reduce the amount due that year by the excess of the amount paid the previous year over the amount billed to Travis County by its telecommunications service provider for the previous 12 months or portion thereof. If the amount billed to Travis County by its telecommunications service provider for the previous 12 months or portion thereof was more than \$500 for each camera installed, County shall increase the amount due that year by the

excess of the amount billed to Travis County by its telecommunications service provider for the previous 12 months or portion thereof over paid the previous year.

### III. RESPONSIBILITIES OF SETON

- a. SETON shall provide an appropriate location and structure for mounting the camera adjacent to the heli-pad.
- b. SETON shall provide County and its contractors that install, set up, maintain and support the camera and switch to reset the camera access to the location for mounting the camera and to the location designated for the switch to reset the camera whenever needed for the purposes of installation, set up, maintenance or support.
- c. SETON shall provide and maintain an appropriate uninterruptable source of power for the camera and pay for all utility costs associated with the operation of the each camera.
- d. SETON shall provide and maintain a conduit and cabling from the camera to a location designated by SETON for the installation of a switch to reset the camera.
- e. SETON shall provide appropriate SETON staffing who are responsible for resetting the camera once every twenty four hours at times when there is no emergency in progress.
- f. SETON shall pay County the net amount invoiced for communications service fees associated with the operation of each camera at any SETON facility for cameras to be installed after execution of this Agreement within 30 days after the execution of the Agreement and thereafter for each camera still installed at any SETON facility in any September of each year after that no later than October 15 of each year.
- g. SETON shall pay County the amount invoiced for the purchase of additional cameras pursuant to II. b., within 30 days of receipt of the invoice.
- h. SETON acknowledges that County is providing the communications services through a third party provider and does not have control over any lack of availability of services, except as provided in Section II.f. above.

### IV. INSURANCE AND LIABILITY

SETON shall purchase and maintain, throughout the entire term of this Agreement, insurance covering the property provided by SETON, pursuant to this Agreement with coverage in the amounts set forth below:

General Liability:

**Minimum coverage of \$2 million per occurrence,  
\$3 million annual aggregate**

V. TERMINATION

- a. **Termination With Cause:** Either party may terminate this Agreement, in whole or in part, based on a material breach of this Agreement by the other party, after the breaching party is provided written notice of the breach if the breaching party does not cure the breach within thirty (30) days of this notice. The notice of breach must state the decision to terminate this Agreement if the breach is not cured, the effective date of termination, and, in the case of a partial termination, the portion of the Agreement to be terminated.
- b. **Termination Without Cause:** Either party may terminate this Agreement, in whole or in part, without cause by giving written notice of termination to the other party at least ninety (90) days before the effective date of termination. The notice must state the decision to terminate this Agreement, the effective date of termination, and, in the case of partial termination, the portion of the Agreement to be terminated.

VI. OTHER TERMS AND CONDITIONS

- a. **Amendment:** No party may amend this Agreement without prior written consent of the duly authorized representative of the other party, and any attempt at amendment without consent shall be void. It is acknowledged by SETON that no officer, agent, employee or representative of County has the authority to grant such amendment unless expressly granted that specific authority by the Commissioners Court.
- b. **Waiver of Breach:** Waiver of any breach of this Agreement by a party shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or any other provision of this Agreement. It is acknowledged by SETON that no officer, agent, employee or representative of County has the authority to grant such waiver unless expressly granted that specific authority by the Commissioners Court.
- c. **Assignment:** No party shall assign or transfer its rights, duties, or obligations under this Agreement without prior written consent of the duly authorized representative of the other party, and any attempt at assignment without consent shall be void. It is acknowledged by SETON that no officer, agent, employee or representative of County has the authority to grant such assignment or transfer unless expressly granted that specific authority by the Commissioners Court.
- d. **Severability:** If a provision of this Agreement is rendered invalid or unenforceable, the parties may, by mutual written agreement, amend this Agreement, and the remaining provisions of the Agreement shall be valid and

enforceable. In the alternative, the parties may, by mutual written consent, agree to terminate the Agreement in its entirety. It is acknowledged by SETON that no officer, agent, employee or representative of County has the authority to grant such termination unless expressly granted that specific authority by the Commissioners Court.

- e. Governing Law: Irrespective of the conflict of laws doctrine, this Agreement shall be governed, construed and enforced pursuant to and in accordance with the laws of the State of Texas. All duties and obligations of the parties created under this Agreement are performable in Travis County, Texas, and Travis County, Texas shall be the sole and exclusive venue for any litigation or other proceeding between the parties that may be brought or arise out of this Agreement.
- f. Entire agreement: This is the entire agreement between the parties with respect to the services provided under it and it superseded all prior agreements, proposals, or any understanding about these services, whether written or oral.

## VII PROCEDURE FOR NOTICE

- a. Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing. The notice is deemed to have been given immediately if delivered in person to the party to whom the notice is given. The notice is deemed to have been given 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.
- b. The address of County for all purposes under this contract is:

Honorable Samuel T. Biscoe (or his successor in office)  
County Judge  
P.O. Box 1748  
Austin, Texas 78767-1748

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

Honorable David Escamilla (or his successor in office)  
Travis County Attorney  
P.O. Box 1748  
Austin, Texas 78767-1748

And to:

Cyd Grimes, C.P.M. (or her successor)  
Purchasing Agent



P.O. Box 1748  
Austin, Texas 78767-1748

c. The address of SETON for all purposes under this contract is:

Darryl Jordan  
VP and Chief Risk Officer  
Seton Healthcare Family  
1345 Philomena Street  
Austin, TX 78723

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


Seton Healthcare Family  
ATTN: Risk Management/Matt Dick  
4200 Lamar, Suite 250  
Austin, Texas 78701

d. Each party may change the address for notice to it by giving notice of the change in compliance with this section.

VIII. DUPLICATE ORIGINALS

a. This Agreement is executed in multiple originals.

**SETON HEALTHCARE d/b/a SETON  
HEALTHCAREFAMILY**

By:   
Darryl Jordan  
VP and Chief Risk Officer

Date: 1-30-12

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

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

Date: \_\_\_\_\_

**AGREEMENT FOR  
PROVISION OF HELI-PAD CAMERAS  
BETWEEN TRAVIS COUNTY AND  
ST. DAVID'S HEALTHCARE PARTNERSHIP, L.P., LLP**

This 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 (SDHP)

**RECITALS**

SDHP operates hospitals and medical centers in various locations which have heli-pads associated with these facilities.

Travis County operates an air ambulance services in Central Texas including the City of Austin and Travis County. The official name of these services is "*STAR Flight*."

County and SDHP want to provide heli-pad cameras at the heli-pads at various hospitals operated by SDHP. These cameras are necessary to improve safety and security of helicopter operations at these facilities.

**AGREEMENT**

NOW, THEREFORE, County and SDHP mutually agree to the following terms and conditions:

I. TERM OF AGREEMENT

- a. Initial Term: This Agreement shall begin February 1, 2012 and continue until September 30, 2012 unless sooner terminated as provided in Section V.
- b. Renewal Term: This Agreement shall automatically renew each year after that for a term of one (1) year unless sooner terminated as provided in Section V.

II. RESPONSIBILITIES OF COUNTY

- a. County shall provide cameras at no cost to SDHP for mounting at each heli-pad designated by SDHP to the extent that County has funds for that purpose. These cameras comply with applicable federal and state statutes and regulations.

- b. If SDHP requests that County provide cameras to SDHP in addition to those provided under a. above, for mounting at additional heli-pads designated by SDHP, County shall advise SDHP of the cost of cameras at that time. Before purchase of any additional cameras, County shall invoice SDHP its full invoiced costs of each camera requested and purchase the cameras for SDHP within 5 business days after receipt of the payment. Any additional cameras will comply with applicable federal and state statutes and regulations.
- c. County, through its service provider, shall install and set-up each camera provided.
- d. County, through its service provider, shall provide communications services for the transmission of the information from each camera.
- e. County, through its service provider, shall provide on-going maintenance for each camera.
- f. County shall use reasonable efforts to obtain maintenance and resumption of communications services promptly if there is a failure on the part of its third party service provider to supply the needed services.
- g. During this Agreement, County shall require the providers County uses to perform services at SDHP's locations (whether one or more) to obtain and maintain insurance issued by an insurance company that is authorized to do business in Texas and has an A M Best rating of at least A with limits not less than those prescribed below:

General Liability                    \$1,000,000.00 per occurrence  
    \$3,000,000 aggregate limit  
Worker's Compensation: .....Statutory

The general liability insurance must name SDHP as an additional insured. Upon request by SDHP, County shall require its service provider to provide SDHP with a certificate of insurance evidencing this required coverage.

- h. County shall invoice SDHP \$500 for the wireless data service fee associated with each camera installed in advance within 10 days of execution of this Agreement and each September after that as an annual communications services fee. If the amount billed to Travis County by its telecommunications service provider for the previous 12 months or portion thereof was less than \$500 for each camera installed, County shall reduce the amount due that year by the excess of the amount paid the previous year over the amount billed to Travis County by its telecommunications service provider for the previous 12 months or portion thereof. If the amount billed to Travis County by its telecommunications service provider for the previous 12 months or portion thereof was more than \$500 for each camera installed, County shall increase the amount due that year by the excess of the amount billed to Travis County by its telecommunications service

provider for the previous 12 months or portion thereof over paid the previous year.

### III. RESPONSIBILITIES OF SDHP

- a. SDHP shall provide an appropriate location and structure for mounting the camera adjacent to the heli-pad.
- b. SDHP shall provide County and its contractors that install, set up, maintain and support the camera and switch to reset the camera access to the location for mounting the camera and to the location designated for the switch to reset the camera whenever needed for the purposes of installation, set up, maintenance or support.
- c. SDHP shall provide and maintain an appropriate uninterruptable source of power for the camera and pay for all utility costs associated with the operation of the each camera.
- d. SDHP shall provide and maintain a conduit and cabling from the camera to a location designated by SDHP for the installation of a switch to reset the camera.
- e. SDHP shall provide appropriate SDHP staffing who are responsible for resetting the camera once every twenty four hours at times when there is no emergency in progress.
- f. SDHP shall pay County the net amount invoiced for communications service fees associated with the operation of each camera at any SDHP facility for cameras to be installed after execution of this Agreement within 30 days after execution of the Agreement and for each camera installed at any SDHP facility in any September of each year after that no later than October 15 of that year.
- g. SDHP shall pay County the amount invoiced for the purchase of additional cameras pursuant to II. b., within 30 days of receipt of the invoice.
- h. SDHP acknowledges that County is providing the communications services through a third party provider and does not have control over any lack of availability of services, except as provided in Section II.f. above.

### IV. INSURANCE AND LIABILITY

- a. County and SDHP each assume the risk of loss for its own proportionate share of any liability for injury, death, or property damage caused by its negligent acts or omissions arising out of this Agreement.

- b. SDHP shall purchase and maintain, throughout the entire term of this Agreement, insurance covering the property provided by SDHP, pursuant to this Agreement with coverage in the amounts set forth below:

General Liability: Minimum coverage of \$2 million per occurrence, \$3 million annual aggregate

## V. TERMINATION

a. **Termination With Cause:** Either party may terminate this Agreement, in whole or in part, based on a material breach of this Agreement by the other party, after the breaching party is provided written notice of the breach if the breaching party does not cure the breach within thirty (30) days of this notice. The notice of breach must state the decision to terminate this Agreement if the breach is not cured, the effective date of termination, and, in the case of a partial termination, the portion of the Agreement to be terminated.

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## VI. OTHER TERMS AND CONDITIONS

a. **Amendment:** No party may amend this Agreement without prior written consent of the duly authorized representative of the other party, and any attempt at amendment without consent shall be void. It is acknowledged by SDHP that no officer, agent, employee or representative of County has the authority to grant such amendment unless expressly granted that specific authority by the Commissioners Court.

b. **Waiver of Breach:** Waiver of any breach of this Agreement by a party shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or any other provision of this Agreement. It is acknowledged by SDHP that no officer, agent, employee or representative of County has the authority to grant such waiver unless expressly granted that specific authority by the Commissioners Court.

c. **Assignment:** No party shall assign or transfer its rights, duties, or obligations under this Agreement without prior written consent of the duly authorized representative of the other party, and any attempt at assignment without consent shall be void. It is acknowledged by SDHP that no officer, agent, employee or representative of County has the authority to grant such assignment or transfer unless expressly granted that specific authority by the Commissioners Court.

- d. Severability: If a provision of this Agreement is rendered invalid or unenforceable, the parties may, by mutual written agreement, amend this Agreement, and the remaining provisions of the Agreement shall be valid and enforceable. In the alternative, the parties may, by mutual written consent, agree to terminate the Agreement in its entirety. It is acknowledged by SDHP that no officer, agent, employee or representative of County has the authority to grant such termination unless expressly granted that specific authority by the Commissioners Court.
- e. Governing Law: Irrespective of the conflict of laws doctrine, this Agreement shall be governed, construed and enforced pursuant to and in accordance with the laws of the State of Texas. All duties and obligations of the parties created under this Agreement are performable in Travis County, Texas, and Travis County, Texas shall be the sole and exclusive venue for any litigation or other proceeding between the parties that may be brought or arise out of this Agreement.
- f. Entire agreement: This is the entire agreement between the parties with respect to the services provided under it and it superseded all prior agreements, proposals, or any understanding about these services, whether written or oral.

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- a. Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing. The notice is deemed to have been given immediately if delivered in person to the party to whom the notice is given. The notice is deemed to have been given 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.
- b. The address of County for all purposes under this contract is:

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

Honorable David Escamilla (or his successor in office)  
Travis County Attorney  
P.O. Box 1748  
Austin, Texas 78767-1748

And to:

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

- c. The address of SDHP for all purposes under this contract is:

C. David Huffstutler  
Chief Executive Officer  
St. David's Healthcare Partnership, L.P., LLP  
98 San Jacinto Street, Suite 1800  
Austin, Texas 78701

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

St. David's Healthcare Partnership, L.P., LLP  
ATTN: Legal Department  
98 San Jacinto Street, Suite 1800  
Austin, Texas 78701

and  
HCA Real Estate  
Attention: Corporate Real Estate  
One Park Plaza  
Nashville, Tennessee 37203

- d. Each party may change the address for notice to it by giving notice of the change in compliance with this section.

#### VIII. DUPLICATE ORIGINALS

- a. This Agreement is executed in multiple originals.

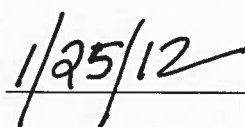
#### ST. DAVID'S HEALTHCARE PARTNERSHIP, L.P., LLP

By: Round Rock Hospital, Inc., its general partner

By:

  
C. David Huffstutler  
President and CEO

Date:



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

By: \_\_\_\_\_

**Samuel T. Biscoe  
County Judge**

Date: \_\_\_\_\_



# EMERGENCY SERVICES

DANNY HOBBY, COUNTY EXECUTIVE

P. O. Box 1748

AUSTIN, TEXAS 78767

(512) 854-4416, FAX (512) 854-4786



*Emergency Management  
Pete Baldwin, Emergency  
Mgmt. Coordinator*

*Fire Marshal  
Hershel Lee*

*Chief Medical Examiner  
Dr. David Dolinak*

*STAR Flight  
Casey Ping, Program  
Director*

## MEMORANDUM

**To:** Cyd V. Grimes, C.P.M., Purchasing Agent  
**From:** Danny Hobby, County Executive, Emergency Services  
**Date:** February 14, 2012  
**Subject:** STAR Flight/Hospital Heli-Pads Camera Agreements

Please accept this written request to post for Court action two agreements regarding the creation of a system of heli-pad cameras at assigned St. David and Seton hospitals that will allow communications and security personnel to confirm the status of these heli-pads and alert pilots and flight crews to potential hazards before critical phases of flight. We have had cameras at the STAR Flight hanger and the University Medical Center at Brackenridge for many years, so this is expanding to other needed locations.

You will find attached the two agreements (they are the same for the most part) and my cover letter for them that will provide you more detailed information.

Thank you for your consideration and assistance in this request.