



## **Travis County Commissioners Court Agenda Request**

**Meeting Date:** October 30, 2012

**Prepared By/Phone Number:** Bonnie Floyd

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

**Commissioners Court Sponsor:** Judge Biscoe

APPROVE MEMORANDUM OF UNDERSTANDING NO. 4400001180, SOUTHWEST TEXAS REGIONAL ADVISORY COUNCIL, INC, FOR LAND AND SATELLITE BASED COMMUNICATIONS DEVICES AND SERVICES.

- **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.

Aero Medical programs are required by State rules and regulations to be members of the Regional Advisory Council (RAC) where they regularly provide services. *STAR Flight* is a member of both the South Texas, based in San Antonio (STRAC) and Capitol Area, based in Austin (CATRAC) RAC's.

RAC's have autonomy to develop programs beneficial to their members and reporting requirements. STRAC has chosen to create a region wide electronic patient care charting system, regional rescue response and communications systems.

This Memorandum of Understanding will allow Travis County to participate in the following programs developed by STRAC:

- Land and Satellite based communications devices or services. This will allow County access to systems and programs offered by STRAC to its members included electronic patient care (PCR), crew scheduling, helicopter tracking and other emergency mission support and critical communications services

- Ongoing coordination of communications capabilities between STRAC and *STAR Flight*
- Enhanced emergency communications readiness for any possible disaster through exercises and joint coordination of resources of STRAC and *STAR Flight*.

STRAC continues to develop other public safety and organizational programs that are beneficial to Travis County. STAR Flight will evaluate these opportunities and may choose to participate when they are cost effective and beneficial to Travis County.

The cost of these services for FY13 is \$21,101.58.

➤ **Funding Information:**

- SAP Shopping Cart: 1000015223
- Funding Account(s):
- Comments:

**Memorandum of Understanding  
Between  
Travis County  
And  
Southwest Texas Regional Advisory Council, Inc.**

This Memorandum of Understanding is entered into by the following parties: Travis County, Texas (County) and Southwest Texas Regional Advisory Council. (STRAC)

**I. Purpose**

The purpose of this Memorandum of Understanding is to serve as a framework within which STRAC will:

1. Provide Land and Satellite based Communications devices or service. Allow County access to systems and programs offered by STRAC to its members including electronic patient care report (PCR), crew scheduling, helicopter tracking and other emergency mission support and critical communications services
2. Allow ongoing coordination of communications capabilities between STRAC and **STAR Flight**.
3. Enhance the emergency communications readiness for any possible disaster through exercises and joint coordination of resources of STRAC and **STAR Flight**.

**II. Method of Cooperation**

To assure that communications resources are coordinated and utilized to their fullest advantage during disasters and other emergencies and to the extent permitted by law and regulation, STRAC and County agree to the following:

1. STRAC will, through their satellite and communications services vendors, insure activation of **STAR Flight** communications devices for both two-way dispatch radio and phone functionality and service.
2. STRAC will establish appropriate Talk Groups within their satellite communications plan to support the local and regional integration and operation of **STAR Flight** satellite communications devices. These talk groups will be created at the request of authorized **STAR Flight** representatives.
3. County will reimburse STRAC for the following costs of satellite communication device service, Tablet PCR service and other Critical communication device service.

3.1. The initial activation fee and monthly fee per device paid annually for any **STAR Flight** devices.

3.2. Airtime fees accrued for wireless phone services (paid within 30 days after receipt of a complete invoice)

3.3. Any other charges, including additional talk group charges, incurred by the usage or maintenance of the satellite communications devices (paid within 30 days after receipt of a complete invoice). The annual period for monthly fees will begin September 1<sup>st</sup> and end August 31<sup>st</sup> of successive years. Invoices provided for subsections 3.2 and 3.3 must include detailed billing information (name, address, and telephone number of STRAC; County Purchase Order number; identification of products or services provided with quantities, applicable unit prices, total prices, and total amount;) and air time charges.

3.4 STRAC 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 and its rules and regulations before any funds are payable.

3.5 Accrual and payment of interest on overdue payments shall be governed by TEX. GOV'T CODE ANN., ch. 2251.

### **III. Implementation**

This Memorandum of Understanding is effective on October 1, 2012 upon signature by County and STRAC through its Executive Director. This memorandum may be amended by mutual agreement of both parties. This memorandum will renew on September 1<sup>st</sup> of each year unless terminated by one or both parties. Either party may terminate this memorandum upon 60 days written notice.

Assignment. The parties to this Memorandum of Understanding shall not assign any of the rights or obligation under it without the prior written consent of the other party. No official, employee, representative or agent of County has the authority to approve any assignment under it unless that specific authority is expressly granted by Commissioners Court.

### **IV. CHANGES:**

Any change to the terms of this Memorandum of Understanding shall be made by written change order signed by both parties. STRAC acknowledges that no officer, agent, employee or representative of County has any authority to change the scope of this Memorandum of Understanding unless expressly granted that specific authority by the Commissioners Court.

**V. NOTICES:**

Any notice required or permitted to be given under this Memorandum of Understanding 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 to whom the notice is to be given at the address set forth in this section.

The address of County for all purposes under this Memorandum of Understanding shall be:

Cyd Grimes, C.P.M.  
Purchasing Agent  
P.O. Box 1748  
Austin, Texas 78767-1748

The address of STRAC for all purposes under this Memorandum of Understanding shall be:

STRAC  
Hwy 90 West  
Suite 200  
San Antonio, TX 78227

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

**VI Interpretation of Memorandum of Understanding:**

Law and Venue. This Memorandum of Understanding is governed by the laws of the United States of America and Texas and all obligations under this contract are performable in Travis County, Texas. Venue for any dispute arising out of this contract is in Travis County, Texas.

Severability. If any portion of this Memorandum of Understanding is ruled invalid, illegal, or unenforceable in any respect by a court of

competent jurisdiction, the remainder of it shall remain valid and binding.

Headings. Headings and titles at the beginning of the various provisions of this Memorandum of Understanding have been included only to make it easier to locate the subject matter covered by that provision or subsection and shall not be used in interpreting it.

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

ENTIRE Agreement: All oral and written agreements between the parties to this Memorandum of Understanding relating to the subject matter of it that were made prior to the execution of it have been reduced to writing and are contained in it.

**VII CERTIFICATION OF ELIGIBILITY:**

STRAC certifies that it is not on the Federal Government’s list of suspended, ineligible, or debarred contractors. If STRAC is placed on the list during the term of this Memorandum of Understanding, STRAC shall notify County. False certification or failure to notify may result in terminating this Memorandum of Understanding for default.

Travis County, Texas

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

Southwest Texas Regional Advisory Council

By: \_\_\_\_\_  
Eric Epley Date \_\_\_\_\_  
Executive Director

Austin-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:** Cyd Grimes, Purchasing Agent  
Travis County

**Through:** Danny Hobby, Executive Manager, Emergency Service  
Travis County

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

**Date:** August 20, 2012

**Subject:** STRAC MOU

Travis County, through its **STAR Flight** program, is a member of the South Texas Regional Advisory Council. The Regional Advisory Councils were created by the State of Texas Department of Social and Health Services (DSHS) to coordinate EMS and Trauma System within the State. RAC's are not for profit and structured under 5013C. The RAC's distribute State and Federal funding to member EMS and Hospital organizations.

Aero Medical programs are required by State rules and regulations to be members of the RAC's that they regularly provide service in. **STAR Flight** is a member of the South Texas, based in San Antonio (STRAC) and Capitol Area, based in Austin (CATRAC) RAC's.

RAC's have autonomy to develop programs beneficial to their members and reporting requirements. STRAC has chosen to create a region wide electronic patient care charting system, regional rescue response and communications systems. CATRAC on the other hands has not created these programs and is why we aren't using more local systems. Because STRAC member Departments range from very small, single EMS units to large urban EMS and Fire agencies STRAC has evolved into a pseudo CO-OP. Individual, small agency purchases become large, multi-agency purchases allow member agencies to take advantage of quantity cost breaks. These services are voluntary for members with each member choosing which programs they would like to participate in. These include cell phone/blackberry, satellite/radio communication, electronic patient charting, rescue response, medical supplies and equipment contracts.

Travis County is currently participating in the following programs.

Satellite Communications Systems- Because of the size of the STRAC (22,000 sq miles) they need to develop a region wide inter-operable communications system. Their solution was satellite radio and phone system. Based on the number of units (>50) and the timing of their negotiations STRAC was able to negotiate a very cost effective contract for these services. STRAC's service rate is roughly 50% of the current negotiable rate regardless of the number of units. City of Austin currently contracts all their satellite service through STRAC for this reason

Electronic Patient Chart- Several years ago Department of State Health Services distributed significant funds to the RAC's under a grant called TRACIT. The intent of the grant was for RAC's to develop systems to track EMS and Hospital patient data. STRAC, through its membership, chose to invest all of this money in infrastructure and contracts

for software that allow members to have electronic patient care records and trauma system tracking. STRAC conducted a competitive process and selected a product from Zoll. Under the STRAC program members may choose to participate but must provide their own hardware. STRAC provides the software, servers, infrastructure and maintenance support. **STAR Flight** has been using this product exclusively since 2008. Direct purchase from Zoll is approximately \$3,000 per license. Through STRAC we are able to have the same program for \$600 per license. Additionally, we are able to participate in the data sharing and Quality Improvement programs associated with the STRAC System. There are approximately 30 EMS agencies collaborating in this program including San Antonio Fire, San Antonio EMS, New Braunfels Fire & EMS and many more. The value of this collaboration is that we get to compare our patient data to other agencies. This provides direct comparison to other agencies for evaluation and improvement purposes.

Blackberry Service- We budgeted for Blackberry service for all **STAR Flight** managers in the **STAR Flight** Business Plan. The services provided and fee structure under the STRAC service and fee agreement was equal to or better than service available under Travis County service agreements.

Crew Scheduler- STRAC has made available the Zoll crew scheduler that reduces the manual labor required to manage the schedule for pilots, flight nurses and flight paramedics. This system is web based, allowing staff to submit requests for vacation, and bid for open shifts and provides a robust reporting system.

STRAC continues to develop other public safety and organizational programs that are beneficial to Travis County. We continue to evaluate this opportunities and participate when they are cost effective and beneficial to Travis County.

Please let me know if you have any questions

Casey



**Southwest Texas Regional Advisory Council**

7500 US Hwy 90 West  
 Suite 200  
 San Antonio, TX 78227



**Invoice**

Bill To

Travis County STAR Flight  
 Attn: Pam Cannon  
 7800 Old Manor Road  
 Austin, TX 78724

Date	Invoice#
9/19/2012	DFYSF130001

P.O. Number	Terms	Due Date
	Net 30	10/19/2012

Description	Quantity	Price Each	Amount
STRAC Membership Dues for FY13 (\$150/licensed unit) 9/1/12-8/31/13	2	150.00	300.00
Tablet PCR Maintenance Fee for User License	8	800.00	6,400.00

<b>Total</b>	\$6,700.00
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$6,700.00

Phone #	Fax #	E-mail	Web Site
210-233-5834	210-233-5851	mary.roel@strac.org	www.strac.org

**Southwest Texas Regional Advisory Council**

7500 US Hwy 90 West  
 Suite 200  
 San Antonio, TX 78227



**Invoice**

<b>Bill To</b>
Travis County STAR Flight Attn: Pam Cannon 7800 Old Manor Road Austin, TX 78724

<b>Date</b>	<b>Invoice#</b>
10/19/2012	STR130112

<b>P.O. Number</b>	<b>Terms</b>	<b>Due Date</b>
	Net 30	11/18/2012

Description	Quantity	Price Each	Amount
Blackberry Service for 7 units for 12 months for FY13	7	1,400.00	9,800.00
Blackberry Service for 4 units for 2 months for FY13	4	233.34	933.36
Difference on Actual FY12 phone charges	-1	25.33	-25.33
Monthly Service charge for 3 Satellite units with 3 talk groups at \$93/month each for 12 months	3	1,116.00	3,348.00
Difference on Actual FY12 Satellite Radio Charges	1	233.21	233.21
Crew Scheduler	26	60.00	1,560.00
Fleet Eyes- 6 months	3	360.00	1,080.00

<b>Total</b>	\$16,929.24
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$16,929.24

<b>Phone #</b>	<b>Fax #</b>	<b>E-mail</b>	<b>Web Site</b>
210-233-5834	210-233-5851	mary.roel@strac.org	www.strac.org

