

Item 3



Travis County Commissioners Court Agenda Request

Meeting Date: May 21, 2013

Prepared By/Phone Number: Danny Hobby/854-4416

Elected/Appointed Official/Dept. Head: Danny Hobby

Commissioners Court Sponsor: County Judge Samuel T. Biscoe

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION CONCERNING AMENDMENT FIVE TO AGREEMENT BETWEEN CITY OF AUSTIN AND TRAVIS COUNTY FOR EMERGENCY MEDICAL SERVICES.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The purpose of the FY 2009 EMS Interlocal Cooperative Agreement ("Agreement") is to provide for emergency medical services and medical transport services to Suburban Travis County (the county's geographic area outside the City of Austin) through the use of City staff, City-owned equipment, County provided stations, and County owned vehicles and other assets.

The purpose for Amendment Five is to add a 12/7 station (one ambulance and six staffing) to the Austin Colony area in eastern Travis County. This station was recommended and is funded in the current EMS FY13 budget. See attached Amendment Five for your review.

This agenda request is to also provide an update and status on staff recommendations pertaining to other resources approved in the FY13 Emergency Services EMS budget for emergency medical services and medical transport services. See attached memorandum for a review of those recommendations.

STAFF RECOMMENDATIONS:

Emergency Services recommends consideration and approval of the 12/7 station to the Austin Colony area in eastern Travis County.

ISSUES AND OPPORTUNITIES:

County and City staff will continue to review recommendations or changes we feel may be necessary to benefit the service delivery and the cost of services for emergency medical services in Travis County outside the City of Austin.

FISCAL IMPACT AND SOURCE OF FUNDING:

This Amendment is a budgeted expense included in the FY13 budget. The recommendations will not increase the budgeted expense included in the FY13 budget.

REQUIRED AUTHORIZATIONS:

Barbara Wilson, County Attorney's Office, 854-9567

Marvin Brice, Purchasing Office, 854-9765

Kapp Schwebke, Auditor's Office, 854-6628

Alan Miller, PBO, 854-9726

David Salazar, Judge's Office, 854-9555



EMERGENCY SERVICES

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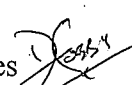
*Emergency Management
Pete Baldwin, Emergency Mgmt.
Coordinator*

*Fire Marshal
Hershel Lee*

MEMORANDUM

*Medical Examiner
Dr. David Dolinak*

To: Travis County Commissioners Court

From: Danny Hobby, County Executive, Emergency Services 

Date: May 13, 2013

Subject: Recommendation for Amendment Five to Agreement Between
City of Austin and Travis County for Emergency Medical Services

*STAR Flight
Casey Ping, Program Director*

This memorandum is to provide a recommendation for your consideration and action regarding Amendment Five ("Amendment") to Agreement Between City of Austin and Travis County For Emergency Medical Services. The recommendation is to move forward with funding for a 12/7 station (one ambulance and six staffing) to the Austin Colony/969 area in eastern Travis County. Funding is currently in the EMS FY13 budget so there will be no fiscal impact to the current budget.

Fortunately, we now have a direct cost formula developed for the FY14 EMS contract with the City of Austin. Both parties had agreed to set a deadline of March 15, 2013 for completing this work and that deadline was met. This formula provides projections of cost for each major service area in the City of Austin EMS Department budget and for the first time allows each party to add expenditures without financial impact to either party. This work also provides possible other service delivery options for both the City of Austin and Travis County.

There are various unknowns regarding the FY14 budget beside the projections that will result from the direct cost formula work and service zone work. First, voters approved civil service classification for both uniform and non-uniform personnel in the City of Austin EMS Department last November. This new classification could have real impact on salaries and operations within the department. Second, another impact could result from the contract negotiations between the City of Austin and the Austin-Travis County EMS Employee's Association since their existing contract ends September 2013. Both of these issues will continue to be discussed during the FY 14 negotiations.

Due to all the uncertainties above, it is time to again assess the current FY13 budget enhancements and make recommendations that will allow our current and future budget decisions to be made with better information and projections. Below are updates and a status of the three recommendations provided when Amendment Four was being considered for approval:

The first recommendation pertained to the 3 enhancements that were approved in the FY13 budget process. These included a new 24/7 station at Austin Colony/969 (\$1,510,309); adding 12/7 staffing at the Bee Caves 12/7 station (\$540,843); and adding 12/7 staffing at the Kelly Lane 12/7 station in Pflugerville (\$540,843).

Recommendation: Approve now a 12/7 station for the Austin Colony/969 area in eastern Travis County, to be effective June 1, 2013. Hold off on adding the other 12/7 staffing to this station until the zone work is completed for county unit utilizations, and discussions with Small Cities are at a point to determine the future direction of our relationships regarding ground transport and station locations. Another agreement will be coming soon with ESD No. 4 regarding the housing of the new station at Austin Colony/969.

Hold off on the Kelly Lane and Bee Caves staffing until the service zone work is completed, more discussions with the City of Pflugerville and the City of Lakeway are completed, and more information is available regarding FY14 budget projections.

The second recommendation pertained to two replacement ambulances (\$374,000) and two replacement commander vehicles (\$240,000) that were approved in the FY13 budget process. These total \$614,000.

Actions Underway: One replacement ambulance will be ordered and two commander vehicles will be replaced. Funding is available in the FY13 budget, so there is no impact to the current budget.

The third recommendation pertained to one time funding that will be available from the approved enhancements since the enhancements were funded starting in October 2012.

Recommendation: Allow one time funding to be used to assist Emergency Services Districts regarding their first responder needs and to repair current EMS stations in the county. Any actions would need to come back to the Court in the form of an amendment to existing ESD/Travis County agreements before they could be implemented.

Thank you for your review and consideration.

AMENDMENT FIVE TO AGREEMENT
BETWEEN CITY OF AUSTIN AND TRAVIS COUNTY
FOR EMERGENCY MEDICAL SERVICES

This Amendment Five to the Agreement between the City of Austin and Travis County for Emergency Medical Services is entered into by the following parties: the City of Austin, a Texas municipal corporation ("City") and Travis County ("County").

RECITALS

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

City and County entered into an Agreement between the City of Austin and Travis County for Emergency Medical Services for the fiscal year 2009 that was effective retroactively on October 1, 2008 ("FY 2009 Agreement").

City and County renewed and amended the FY 2009 Agreement for a term beginning October 1, 2009, and ending September 30, 2010. ("FY 2010 Amendment").

City and County renewed and amended the FY 2009 Agreement, as amended by the FY 2010 Amendment, for a term beginning October 1, 2010, and ending September 30, 2011. ("FY 2011 Amendment").

City and County renewed and amended the FY 2009 Agreement as amended by the FY 2010 and FY 2011 Amendments to allow for a third extension and to extend that Agreement for a term beginning October 1, 2011, and ending September 30, 2012. ("FY 2012 Amendment").

City and County renewed and amended the FY 2009 Agreement as amended by the FY 2010, FY 2011, and FY 2012 Amendments, and including the holdover extension to January 28, 2013 to extend that Agreement for an additional term effective as of October 1, 2012, and ending September 30, 2013, all under the terms and conditions set forth in this Amendment Four. ("FY 2013 Agreement")

City and County wish to amend FY 2013 Agreement to increase ambulance services and provide for transfer of supplemental payments from the Medicaid Supplemental Payment Program due to Travis County.

City and County are authorized to enter into this Amendment Five in all respects by TEX. GOV'T. CODE ANN., ch. 791.

AGREEMENT TO AMEND FY 2013 AGREEMENT

The parties agree to amend FY 2013 Agreement, as follows:

1. ADDITION OF AMBULANCE TO EXHIBIT A-4: Effective June 1, 2013, in addition to the ambulances listed in Exhibit A-4, City shall provide one ambulance at EMS 37, at East Travis County (Austin Colony) and staff this ambulance in accordance with staffing configuration requirements established by the EMS Medical Director and in compliance with the Texas Health and Safety Code on a 12/7 coverage basis. Travis County Emergency Services District Number 4 is responsible for this station.

2. AMENDMENT OF COLLECTED REVENUE. Effective October 1, 2012, Section 4.7.61. Collected Revenue Reporting is deleted and replaced in its entirety with the following:

4.7.61 Collected Revenue Reporting. City shall issue a statement to County by the fourth business day of each month showing the total amount of revenue collected during the previous calendar month from all payers treated in Suburban County. By the 20th business day of the following month, City shall provide the County with a reconciliation report that balances the previous month's collected revenue statement with the City's Comptroller balance sheet.

By the fourth business day of the first month after which City receives a supplemental payment that includes payments related to ground transport patients treated in Suburban County from the Medicaid Supplemental Payment Program, City provide backup material that explains the calculation and allocation of payments related to ground transport patients treated in Suburban County in its statement. City shall issue a statement to County showing the following:

- 4.7.61.1 the total amount received in supplemental payments from the Medicaid Supplemental Payment Program
- 4.7.61.2 the date range included in the payment,
- 4.7.61.3 the total due to the County for supplemental payments for this time period.

4.7.62 Payment to County. City shall pay County the full amount collected from ground transport patients treated in Suburban County and for all supplemental payment that includes payments related to ground transport patients treated in Suburban County from the Medicaid Supplemental Payment Program during a calendar month by the thirtieth day of the following month.

3. AMENDMENT OF EXHIBIT B-4

3.1 Effective June 1, 2013, the following chart is added to Exhibit B-4 to reflect the additional item in the inventory of County-Owned Vehicles in City Possession for Use in the EMS System from June 1, 2013 until the end of the term of this Agreement:

County-Owned Vehicles in City Possession or on Order for Use in EMS System for Inventory at June 1, 2013

Vehicles in Possession by City as of June 1, 2013					
ATCEMS Vehicle ID	Tx License	Chassis Year	Make	Vehicle Type and Color	Primary Assignment
14E116TC		2014	Ford	Command Truck (Yellow)	Field Command
14E117TC		2014	Ford	Command Truck (Yellow)	Field Command
14E148TC		2014	Dodge	Ambulance (Yellow & Blue)	Rotates at Stations
14E149TC		2014	Dodge	Ambulance (Yellow & Blue)	Rotates at Stations
02E016TC	826932	2002	Ford	Command Truck (Yellow)	For Re-mount (116TC)

3.2 Effective October 1, 2012, the chart entitled Vehicles to be Returned in FY-13 is deleted and the following chart is added to Exhibit B-4 in its place

Vehicles to be Returned to the County by September 30, 2013					
ATCEMS Vehicle ID	Tx License	Chassis Year	Make	Vehicle Type and Color	Primary Assignment
02E015TC	826933	2002	Ford	Command Truck (Yellow)	For Re-mount (117TC)
02E016TC	826932	2002	Ford	Command Truck (Yellow)	For Re-mount (116TC)
06E807TC	208993	2006	International	Ambulance (Yellow)	Turn In
08E830TC	1026773	2008	Ford	Command Truck (Yellow)	*Turn In for Jail
05E806TC	208992	2005	International	Ambulance (Yellow)	Reserve
05E808TC	208994	2005	International	Ambulance (Yellow)	Reserve

* Turn In for Jail shows that 08E830TC Command Truck will be returned to County in exchange for County Unit 2114-A (TX License 826932, formerly 02E016TC) chassis with TCSO Corrections Life Safety.

- **3.3** Effective June 1, 2013, the following chart replaces Exhibit B-4 to reflect corrections in the inventory of County-Owned Vehicles in City Possession for Use in the EMS System FY 2013 until the end of the term of this Agreement:

Vehicles in Possession by City as of October 1, 2011					
ATCEMS Vehicle ID	Tx License	Chassis Year	Make	Vehicle Type and Color	Primary Assignment
00E004TC*	779-981	2000	International	Ambulance (White)	EVOG Driver Training
05E806TC	208-992	2005	International	Ambulance (Yellow)	Reserve
05E807TC	208-993	2005	International	Ambulance (Yellow)	Reserve
05E808TC	208-994	2005	International	Ambulance (Yellow)	Reserve
06E705TC	1000-367	2006	International	Ambulance (Yellow/Blue)	Rotates at Stations
06E706TC	1000-366	2006	International	Ambulance (Yellow/Blue)	Rotates at Stations
06E707TC	1000-368	2006	International	Ambulance (Yellow/Blue)	Rotates at Stations
08E810TC	1027020	2008	International	Ambulance (Yellow/Blue)	Rotates at Stations
09E819TC	1046117	2009	International	Ambulance (Yellow/Blue)	Rotates at Stations
09E820TC	1057678	2009	International	Ambulance (Yellow/Blue)	Rotates at Stations
08E830TC	1026773	2008	Ford	Response Support Vehicle (Yellow) F350 Pickup Truck	Operations Supervisor
08E831TC	1026774	2008	Ford	Response Support Vehicle (Yellow) F350 Pickup Truck	Operations Supervisor
08E832TC	1046288	2008	Ford	Response Support Vehicle (Yellow) F350 Pickup Truck	Operations Supervisor
10E911TC	1070862	2010	Ford F450	Ambulance (Yellow/Blue)	Rotates at Stations
10E912TC	1070861	2010	Ford F450	Ambulance (Yellow/Blue)	Rotates at Stations
08E913TC	1081871	2008	Dodge Sprinter	Ambulance (Yellow/Blue)	Special Events
02E015TC	826-933	2002	Ford	Response Support Vehicle (Yellow)	First Responder Training
11A032TC	1116450	2011	Chevrolet	Tahoe (White)	Office of the Medical Director
08E838TC	1046087	2008	Ford	Expedition (White)	Office of the Medical Director
11E121TC	1114541	2011	Ford F450	Ambulance (Yellow/Blue)	Rotates at Stations
11E122TC	1114540	2011	Ford F450	Ambulance (Yellow/Blue)	Rotates at Stations
11E123TC	1114539	2011	Ford F450	Ambulance (Yellow/Blue)	Rotates at Stations
12E132TC	1131283	2012	Ford F450	Ambulance (Yellow/Blue)	Rotates at Stations
12E133TC	1131282	2012	Ford F450	Ambulance (Yellow/Blue)	Rotates at Stations
12E139TC	1141300	2012	Ford F450	Ambulance (Yellow/Blue)	Rotates at Stations
12E140TC	1141301	2012	Ford F450	Ambulance (Yellow/Blue)	Rotates at Stations

4. AMENDMENT OF SECTION C.1 OF EXHIBIT C-4 Effective October 1, 2012, Section C.1 EMS Fees for FY 2013 of Exhibit C-4 is deleted and replaced in its entirety with the following:

The term of the Amendment Four is for the period beginning as of October 1, 2012, and ending September 30, 2013.

The FY 2013 Annual EMS Fee, based on the formula outlined in Section C.2 below, equals twelve million seven hundred twenty one thousand, four hundred and seventy six dollars (\$12,721,476), composed of the total of the original annual fee of twelve million five hundred and thirty two thousand, six hundred and thirty eight dollars (\$12,532,638) and the additional services fee for the period from June 1, 2013 to September 30, 2013 of one hundred and eighty eight thousand, eight hundred and thirty eight dollars (\$188,838). From October 1, 2012 through September 30, 2013 inclusive, County shall pay City a monthly fee of one million forty four thousand, three hundred and eighty six dollars and fifty cents (\$1,044,386.50). In addition, from June 1, 2013 to September 30, 2013, County shall pay an added services monthly Fee of forty seven thousand, two hundred and nine dollars and fifty cents (\$47,209.50).

County and City acknowledge that the execution of this Agreement occurred after the effective date of the initial term of the Agreement and that between October 1, 2012 and execution of Amendment Four, County had made four (4) monthly payments to City for FY 2013 EMS services based on one twelfth of the Annual FY 2012 EMS Fee, which was nine hundred eighty-nine thousand, eighty-nine dollars and seventy-five cents (\$989,039.75).

To address the difference between the Annual EMS Fee due for services provided from October 1, 2012, through the date Amendment Four of this Agreement was executed, and ~~the total amount paid to City for FY 2013 EMS Services from October 1, 2012, through~~ the date Amendment Four of this Agreement was executed, County has made a payment to City of two hundred and twenty one thousand, three hundred and eighty-seven dollars (\$221,387.00) within 30 days after Amendment Four of this Agreement was executed by both parties.

5. AMENDMENT OF SECTION C.2 OF EXHIBIT C-4 Effective October 1, 2012, Section C.2 EMS Fees for FY 2013 subsections 1e., 2. and 3 of Exhibit C-4 are deleted and replaced in their entirety with the following:

1. e. Application of Base Direct Service Fee Portion of Formula.
Application of the above formula and the value of the multipliers results in a service fee for FY 2013 of eleven million nine hundred forty five thousand and forty eight dollars (\$11,945,048)

2. Calculation of Administrative Fee.

The administrative fee is to cover certain administrative costs of City. It is calculated by multiplying the base direct services fee of eleven million nine hundred forty seven thousand and nine hundred and thirty dollars (\$11,945,048) by the administrative rate of six and a half percent (6.5%). The calculated administrative fee for FY 2013 is seven hundred seventy six thousand, four hundred and twenty eight dollars (\$776,428).

3. Calculation of Annual EMS Fee

The base services fee of eleven million nine hundred forty seven thousand and nine hundred and thirty dollars (\$11,945,048) is added to the administrative fee of seven hundred seventy six thousand, four hundred and twenty eight dollars (\$776,428) to calculate the Annual EMS Fee of twelve million seven hundred twenty one thousand, four hundred and seventy six dollars (\$12,721,476).

Capital Costs for FY 2013. Capital costs will be reviewed annually and funded as needed through the annual budget negotiations between the City and County. For FY 2013, the parties agree that the City will not make any capital purchases on behalf of Travis County. In addition to those assets listed in Exhibit B, County agrees to purchase and own 1 replacement ambulance, 1 new ambulance for use as EMS Medic-37 and 2 replacement urban command vehicles during FY 2013 in accordance with the terms in Sections 5.1.1, 5.1.2, 5.1.3 and 5.1.4 of this Agreement. When the City receives new replacement vehicles that are purchased by the County the City EMS Director and the County EMS Manager will jointly determine which County-owned vehicles the City will return to the County in exchange for replacement vehicles that are purchased by the County for use by the EMS System. The City EMS Director and the County EMS Manager will also determine the timeline for the return of County-owned vehicles back to the County. At a minimum, one ambulance and two command vehicles will be returned to County after the execution of Amendment Five. The two legacy urban command vehicles will be returned to County as bare truck chassis, and the existing service boxes will be refurbished and repurposed for remount use on the two new replacement urban command vehicles purchased in FY 2013.

6. **TRUE UP:** Effective October 1, 2012, Section 9.7. True Up for EMS Payments is deleted and replaced in its entirety with the following:

9.7 True Up for EMS Payments The true-up for ground services shall be performed in accordance with the true-up formula for ground services set forth in Exhibit C in the Agreement for the initial year of the contract.

The true-up for ground services shall be performed in accordance with the true-up formula for ground services set forth in Exhibit C-1 in the Amendment One for the first renewal term of the contract from October 1, 2009 to September 30, 2010.

The true-up for ground services shall be performed in accordance with the true-up formula for ground services set forth in Exhibit C-2 in this Amendment Two for the second renewal term of the contract from October 1, 2010 to September 30, 2011.

The true-up for ground services shall be performed in accordance with the true-up formula for ground services set forth in Exhibit C-3 in this Amendment Three for the third renewal term of the contract from October 1, 2011 to September 30, 2012, unless sooner terminated.

Unless sooner terminated, for the second extension of the contract from October 1, 2012, to September 30, 2013, the true-up for ground services shall be performed in accordance with the true-up formula for ground services set forth in Exhibit C-4 in Amendment Four as amended in sections 4 and 5 of this Amendment Five

No later than December 31 following the end of the initial term and each renewal term, a statement of the total City EMS Department costs and expenses for ground services properly incurred against the City's EMS Budget for the term shall be available from the City Controller's Office. If the amount of properly incurred costs and expenses during such term is less than the City's EMS Budget, the excess of City's EMS Budget over properly incurred costs and expenses shall be paid in full by the City to County by January 31. Costs and expenses that are not anticipated, disclosed to, and approved by County before the effective date of this Agreement or the effective date of any renewal shall not be considered properly incurred unless later agreed upon by County and City for the purposes of performing the true up for EMS payments. If the total costs and expenses that were properly incurred against the City's EMS Budget for a contract term exceed the City's EMS Budget for that term, the County EMS Manager shall promptly request a budget amendment in such excess amount to the Commissioners Court. County shall not be required to reimburse City for the excess unless a budget amendment for that term is approved by Commissioners Court. In the event there is a holdover period, the true-up provisions shall be implemented as if there had been no holdover.

7. **POTENTIAL RENEWAL:** Effective October 1, 2012, Subsection 13.13.1 Initial Term and Potential Renewal on Mutual Agreement is deleted and the following subsection is inserted in its place:

13.13.1 Initial Term and Potential Renewal on Mutual Agreement. This Agreement begins on October 1, 2008, and shall continue for one year, unless terminated earlier in accordance with the terms of this Agreement. The parties may renew this Agreement, or portions of it as specified in the amendment renewing it, for up to five (5) additional terms of one year each, subject to the parties' rights of termination in this Agreement and the approval by Commissioners Court of County funding for each renewal term. The amount payable by County in any renewal term shall be as approved by Commissioners Court and City Council through the County and City budget processes and stated in the Exhibit C-5 applicable to that renewal term, as incorporated in an amendment to this Agreement approved by Commissioners Court and City Council.

8. INCORPORATION OF FY 2009 AGREEMENT AS AMENDED: City and County hereby incorporate the FY 2009 Agreement as amended by FY 2010, FY 2011, FY 2012, FY 2013 Amendments, and this Amendment Five. Except for the changes made in this Amendment Five, City and County hereby ratify all of the terms and conditions of the FY 2009 Agreement as amended by FY 2010, FY 2011, FY 2012 FY 2013 Amendments, and agree that they shall continue in effect throughout the September 30, 2013.

9. EFFECTIVE DATE: When it is approved by both the Travis County Commissioners Court and the City of Austin City Council, this amendment is effective as stated within its sections.

CITY OF AUSTIN
A Home Rule Municipality

By: _____
Michael McDonald, Deputy City Manager

Date: _____

TRAVIS COUNTY

By: _____
Samuel T. Biscoe, County Judge

Date: _____