



## Travis County Commissioners Court Agenda Request

**Meeting Date:** January 21, 2014

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

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

A handwritten signature in black ink, appearing to read "D. Hobby", is written over a horizontal line.

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

### **AGENDA LANGUAGE:**

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

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

The purpose of the EMS Interlocal Cooperative Agreement ("Agreement") is to provide for emergency medical services and transport medical 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 vehicles and stations, and other County-owned assets.

In FY 2009 Travis County and the City of Austin entered into an Agreement for emergency medical services and transport medical services with multiple additional one-year terms. The last term, Amendment Five, was set to expire on September 30, 2013. In September 2013, The Commissioners Court and City Council elected to approve a holdover term for 120 days and terminable on January 28, 2014. During the holdover term, the Agreement remains in full force and effect until a new Interlocal is approved by both the County and City.

This request is to approve the attached Interlocal Agreement which reimburses the City of Austin for emergency medical services and transport services outside the City of Austin's corporate limits. The amount of reimbursement is now figured on 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 resources without financial impact to either party.

The County now has a fixed cost budget due to County and City financial staff developing a financial template that breaks out service areas costs for both County and City. The Agreement provides for possible alternative service delivery options for both the County and the City. The Agreement also reflects performance reliability indicators developed to maintain set performance standards in the services delivered to the County, and a performance improvement report to improve performance if the indicators are not being met. The Agreement provides for reporting of critical financial and performance activities. It is our understanding the City plans to develop a dashboard format where services and performance data can be viewed by the both the County and the public. Lastly, the Agreement provides for a 123 holdover term if needed, but will not require going back to Commissioners Court or the City Council for approval of the holdover.

The Agreement begins on October 1, 2013 and ends on September 30, 2014. County and City may renew the Agreement for four additional one year terms by approving a written amendment to extend the term and amend other provisions for the extended term as appropriate. County and City acknowledge the execution of the Agreement is occurring after the effective date of the initial term of the Agreement and County has made payments for services received from October 1, 2013 through December 31, 2013.

**STAFF RECOMMENDATIONS:**

Emergency Services recommends approval of this request.

**ISSUES AND OPPORTUNITIES:**

The Agreement does not change the overall management that is currently in place for ground EMS service, but it does allow a specific understanding of costs; more flexibility in how services can be delivered; better options in deployment of ambulances and resources needed to improve response times; and better performance indicators for the services provided to the County, with an improvement process for services that do not meet the established standards.

The City of Austin EMS Department has been providing emergency medical services to Travis County for over thirty years.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

Funding for the Agreement is available in the FY14 approved budget in Emergency Services. The budget incorporates the established financial

calculations for expenses and the receipt of 100% of the revenue for all ground patients treated in Travis County, outside the City of Austin's corporate city limits.

**REQUIRED AUTHORIZATIONS:**

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

C.W. Bruner, Purchasing Office, 854-9760

Kapp Schwebke, Auditor's Office, 854-6628

William Derryberry, PBO, 854-4741

David Salazar, Judge's Office, 854-9558

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF AUSTIN AND TRAVIS COUNTY  
FOR EMERGENCY MEDICAL SERVICES**

This agreement is entered into by the following parties: City of Austin ("City") and Travis County, a political subdivision of Texas ("County").

**1. Purpose of the Agreement.**

City shall provide and County shall receive the Service. This agreement is for emergency ambulance service that is provided with the delivery of clinical excellence, performance reliability, economic efficiency, and customer satisfaction.

**2. Scope of Work.**

City shall provide out-of-hospital emergency medical services on behalf of County seven days a week, twenty-four hours a day, and every day of each year as stated in Attachment A. City provides specifications for the vehicles and equipment necessary to provide the Services. Upon approval by the Commissioners Court, County acquires these vehicles and equipment, as specified by City.

**3. Term of the Agreement.**

This agreement begins on October 1, 2013 and ends on September 30, 2014. City and County may renew this agreement for four additional one year terms by approving a written amendment to extend the term and amend other provisions for the extended term as appropriate. For each renewal term, the Total Agreement Fee, the monthly installments of the Total Agreement Fee, and the Holdover Difference shall be incorporated in the amendment extending the term of the agreement. For any renewal term to be effective, the amount to be paid by County must have been incorporated into an amendment to Attachment C and approved by Commissioners Court.

**4. Performance Reliability.**

Effective on and after February 1, 2014, City shall maintain performance reliability as outlined in Attachment B and section 21 ("Outlined Parameters") with the first assessment being on March 1, 2014. If County becomes aware that City's performance reliability has or may have fallen below the Outlined Parameters, County shall request that City initiate an analysis of its performance under this agreement within 5 days of becoming aware of that and City shall initiate an analysis of performance and prepare a "Performance Improvement Report" within 5 days of County's request.

If City becomes aware that its performance reliability has or may have fallen below the Outlined Parameters, City shall initiate an analysis of performance and prepare a "Performance Improvement Report" as soon as practicable. City shall notify County that it has initiated an analysis of performance and which performance areas are being reviewed within 5 days of starting the analysis.

When City prepares a "Performance Improvement Report", this report shall include an action plan to improve all performance to at least the Outlined Parameters. City shall implement the action plan in the Performance Improvement Report which will be initiated within 5-days after the date of notification of a request from the County or City becoming aware of a performance reliability issue.

**5. Authority.**

This agreement is authorized under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each party paying for the performance of governmental functions or services under this agreement must make those payments from current revenues available to that party.

**6. Changes to Agreement.**

Changes may be made to the agreement and any attachment to it, only if expressly agreed to in writing by the governing bodies of City and County and incorporated into this agreement. It is acknowledged that no officer, agent, employee or representative of County or City has any authority to change the provisions of this Agreement or any attachments to it unless expressly granted that specific authority by the Commissioners Court or City Council, as applicable.

**7. Invoicing and Payment Method for County Agreement Fee.**

**a. IRS Form W-9.**

County shall provide City and the City shall provide the County with an Internal Revenue Service 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.

**b. Amounts Payable by County.**

During each term, the Total Agreement Fee shall be equal to the amount approved in a negotiated agreement or renewal amendment by the Commissioners Court and the City Council for the applicable contract term. City shall give County prompt notice of any proposed pay increases and of any approved pay increases that will impact the amounts payable under future terms of this agreement.

**c. Billing Instruction.**

City shall submit a monthly billing statement for the monthly installment of the Total Agreement Fee to County Executive, Emergency Services between the first (1<sup>st</sup>) and fifteenth (15<sup>th</sup>) day of each calendar month for each month of the current term beginning after the execution of this agreement or a renewal amendment and any Holdover Term in compliance with section 24.d. All billing statements must include following information:

- i. the month covered,
- ii. the monthly installment of the Total Agreement Fee for the current term,
- iii. a copy of Attachment C as supporting documentation, and
- iv. the EMS GASB Report described in section 16.a. for the month covered.

Any billing statement that does not contain the full and complete EMS GASB Report for the month covered as described in section 16.a. shall be considered incomplete and not eligible for payment processing until the EMS GASB Report is provided.

If, as a result of the Holdover Difference, County has paid City more fees during the Holdover Term than are payable for that period, City shall deduct the amount owing to County from the billing statement for the first month after the execution of this agreement or any renewal amendment.

**d. Payments by County.**

County shall pay City the monthly installment of the Total Agreement Fee stated on the billing statement no later than thirty (30) calendar days after receipt of a billing statement that is prepared and sent in compliance with section 7.c.

Payment is deemed made on the date postmarked. County shall send payments to:

Austin – Travis County EMS  
P. O. Box 1088  
Austin, Texas 78767

**8. Request for Additional Services or Additional Compensation.**

In the event of unforeseen circumstances arising or the need for resources beyond the original scope of work, this agreement must be amended in compliance with section 6 before these are provided. The cost associated with providing the increased services will be negotiated by the EMS Chief and the County Executive, Emergency Services and are subject to approval from the Commissioners Court and City Council.

**9. Maximum Funds.**

The maximum amount for any term can only be changed by the express written approval of that specific amount by the Commissioners Court.

**10. Confidentiality.**

Parties are required to comply with local, state, and federal laws relating to the privacy and confidentiality of patient records that contain information or records made confidential by law including but not limited to the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009 and 45 Code of Federal Regulations, Part 164. ("Confidential Information"). The Parties shall maintain sufficient safeguards to prevent release or disclosure of any Confidential Information obtained through the provision of Services under this agreement unless disclosure is required by local, state, or federal laws.

**11. Records Retention.**

City shall retain records in accordance with the Records Retention Schedule established by City for its EMS Department, City's Rules for its EMS Department and other applicable state and federal statutes and regulations governing medical, mental health, and substance abuse information.

**12. Patient Billing and Collection Services.**

**a. Billing.**

City shall bill ground ambulance patients within fifteen (15) calendar days after the date of service. City shall charge ground ambulance patients for Services provided in Suburban County at the same rates charged to patients treated within City, unless County sets another patient rate for Services provided in Suburban County.

If County has not set a patient rate for Services provided in Suburban County that is different from the City rate, City may adjust rates for ground ambulance patients, including those for Services provided in Suburban County. Rates are typically adjusted once each year, with an effective date of October 1. City shall give written notice of the time and amount of any rate change to the County at least 30 days before implementation of the change.

If County desires a patient rate for Services provided in Suburban County that is different from the City rate, County shall work with City through the City's annual budget process to assist City staff in obtaining approval of that rate change in the City's fee ordinance. Any rate changes that apply only to the patient rate for Services provided in Suburban County require approval by City Council and Commissioners Court.

**b. Collections.**

City shall collect the fees owed for Services provided in Suburban County under the same standards and procedures used for ground EMS services provided within the City limits and in accordance with City financial policies.

**c. Delinquent Accounts.**

City shall use effective techniques and make good faith efforts to promptly collect all fees due for Services provided in Suburban County, including delinquent amounts. City shall not treat fees due for Services provided in Suburban County that must be paid to County differently from the fees that City collects on its own accounts, including delinquent EMS accounts. If appropriate, City may use contracted collection agencies for collection of delinquent amounts.

**d. Travis County Adjustment.**

If County is financially responsible for a patient transported while incarcerated in a county facility, City shall not bill County for Services the revenue from which City would pay to County once collected. On the effective date of this agreement, City shall adjust to zero all historic balances resulting from the transport of a patient who was incarcerated in a County facility and for whom County was financially responsible at time of transport.

**13. Payment of Collected Patient Fees to County.**

By the thirtieth (30<sup>th</sup>) day of the following month, City shall pay County the full amount of the ground ambulance fees collected during each calendar month for Services provided in Suburban County. The full amount includes not only patient payments, but also insurance payments and payments received from the Medicaid Supplemental Payment Program and other payers.

**14. Audit.**

Each party has the right to conduct an annual financial and compliance audit of the other party's performance under this agreement in compliance with generally accepted auditing standards and procedures for governmental organizations. Each party shall permit authorized representatives of the other party to audit its records that relate to this agreement. Subject to compliance with laws related to confidentiality of information, including medical records, each party shall permit authorized representatives of the other party to obtain copies of any documents, materials, or information necessary to facilitate these audits.

**15. Inspections.**

City shall permit authorized County personnel, during normal business hours for administrative employees; to conduct site visits, inspect any equipment and facilities, and review such records of the EMS System as needed to ascertain compliance with the terms of this agreement.

**16. Monthly Reports.**

**a. EMS GASB Report.**

City shall provide the EMS GASB Report as part of the billing packet. The GASB report shall include monthly totals for:

- Beginning A/R Balance
- New Charges
- A/R Adjustments
- Payments
- Non-Monetary Discharges of A/R
- Adjustments
- Ending A/R Balance

**b. STAR Flight Report.**

City shall provide the STAR Flight Report by the 10<sup>th</sup> business day of the following month. The STAR Flight Report shall include monthly totals for:

**i. Number of Requests for:**

- In and Out of County Service
- Scene versus Inter-Facility Calls
- Specialty Team Flights

**ii. Number of Auto Launches and Number of Patients Transported.**

**iii. Medical Priority Assignments for STAR Flight Transports.**

- Priority 1
- Priority 2
- Priority 3
- Priority 4
- Priority 5

**iv. Time Intervals.**

- Call Received
- Dispatched
- Responding

**c. Financial Reports.**

City shall provide County the September Financial Report and the Close-II report no later than November 15 each year.

**17. Training for Aeromedical Communications Staff.**

City shall allow up to 12 Communications Medics to elect to participate in training in air emergency medical service dispatch and response, including **STAR Flight** card compliance. The number of participants is based on employee interest and the operational needs of EMS for ground dispatch. Initial and continued participation must be approved by both City and County. Communications Medics who elect to participate

("Participants") receive training from County in coordinating dispatch requests and responses for **STAR Flight**. Participants continue to be responsible for dispatching ground EMS, taking calls, and other duties for both City and Suburban County at the communications center. City shall use its best efforts to provide at least the minimum time period necessary to meet applicable Federal Aviation Administration regulatory requirements during which Participants will be available for training. Participants continue to be managed and scheduled by City supervisors and managers. Participants will be positioned to assume aeromedical communications duties as assigned when the need occurs to the extent that the Participant is not currently engaged in a 9-1-1 call when the need occurs. Requests by County for Participants to attend meetings or participate in training shall be submitted in writing (electronic mail acceptable) by the County Executive, Emergency Services to the EMS Chief.

**18. EMS Advisory Board.**

City and County shall maintain an EMS Advisory Board with membership that includes representation selected by the City and County. The membership shall be selected in accordance with a process approved by the City Council and the Commissioners Court. City and County adopt the EMS Advisory Board General Provisions as stated in Attachment F.

The City Council and Commissioners Court may agree to dissolve the advisory board for any reason, including but not limited, to the board's failure to meet. The EMS Advisory Board shall review the performance of the EMS System from the perspective of each of the types of organizations and entities and interests of which it consists. The EMS Advisory Board shall be asked to consider and make recommendations about the EMS System to the City Council and Commissioners Court.

**19. Travis County First Responder Organizations.**

City shall coordinate and respond with all licensed Travis County First Responder organizations. City shall provide medical direction, coordination of responses, assistance with responder credentialing, access to continuing education and other training, and replacement of supplies used on emergency medical responses in accordance with written affiliation agreements and any other applicable agreements between the First Responder Organizations and City.

City shall coordinate joint responses with Emergency Service Districts in Suburban County and other public safety organizations to establish on-scene incident management, in accordance with the National Incident Management System (NIMS) as mandated by Homeland Security Presidential Directive 5, dated February 28, 2003.

**20. Utilization of ALS Alternate Response Vehicles.**

City may utilize alternate Advanced Life Support (ALS) response vehicles in areas of Suburban County in the same way that it does within City boundaries to yield the greatest benefit to patients. These may include any response vehicle that is staffed with Advanced Life Support capability but may not be capable of transporting the patient.

**21. EMS Medical Oversight.**

**a. EMS Medical Director.**

City shall provide the services of an EMS Medical Director who must perform all medical director functions and oversight responsibilities required by law for emergency medical services, including the following:

- i. Medical oversight for all out-of-hospital emergency medical care, in compliance with the rules and regulations of the TDSHS and the Texas Medical Board.
- ii. Medical oversight for the Travis County First Responders providing emergency medical services.
- iii. Appropriate presentations and analyses to the EMS Advisory Board, the Commissioners Court and City and County staff when requested.
- iv. Development and enforcement of criteria for EMS System credentials approved by the Medical Director.
- v. Establishment and direction of a performance improvement process for evaluating the patient care in the EMS System.
- vi. Provision of an annual report or presentation to Commissioners Court that describes:
  - o The clinical state of the EMS System,
  - o Recommendations for changes or improvements,
  - o The number of county providers credentialed at the BLS, ILS, and ALS level by covered agency;
  - o The number of newly credentialed county providers by level of credential and agency;
  - o The number of county providers, by agency, who successfully completed clinical competencies by the established deadline;
  - o The number and hours of online CE sessions offered to County providers and the percentage of providers from each agency completing the required CE by the established deadline;
  - o The number of education sessions conducted by Office of the Medical Director staff for county providers/agencies; and
  - o Summary of substantial changes to the clinical operating guidelines in the previous year.

**b. Office of the Medical Director.**

City shall provide the services of the Office of the Medical Director which must perform the functions and oversight responsibilities required by law for emergency medical services under the supervision of the EMS Medical Director, including the following:

**i. Continuing education and training:**

- o Provision of two (2) hours of required online continuing education for BLS/ILS providers every 4 months (trimester) that will be posted to the online delivery tool designated by the OMD;
- o Provision of at least one opportunity per year for initial training in competency evaluation for agency designated providers who meet criteria for OMD qualification as System Educators;
- o Offer of at least two (2) training opportunities per year for OMD qualified System Credentialing Preceptors as long as minimum enrollment requirements are met.

**ii. Performance improvement.**

- o Provision of two (2) hours of performance improvement officer meetings/education for agency designated OMD qualified Performance Management/Improvement officers at least every six (6) months;

- Provision of recommendations to the Travis County Commissioners or their designee on at least 3 clinical performance improvement measures applicable to covered county agencies with an additional 3 performance improvement measures provided upon successful implementation of the prior performance measures. This process will be repeated until there are no longer any clinically appropriate or feasible improvement measures. "Successful implementation" means all covered county agencies are producing a report that meets established reporting standards for 2 or more consecutive reporting periods.

**iii. Credentialing.**

- Provision of Clinical Operating Guideline testing every 2 years for all system providers with testing accompanying major revisions;
- Offer of a credentialing process for basic and intermediate providers at least four (4) times per year as long as minimum enrollment requirements are met and the credential is supported by the OMD and the agency;
- Publication of the procedure for the permanent revocation of provider credentials and publication of any changes to the process thirty (30) days prior to the change going into effect.

**iv. Clinical Operating Guidelines.**

- Conducting a review of the Clinical Operating Guidelines document at least once per year and updating system providers by medical directive of any relevant changes;
- Conducting a major review of the Clinical Operating Guidelines in every even year for implementation the following odd year.
- Forming a system protocol review committee to facilitate input on suggested changes with the committee comprised of providers involved in direct patient care from a representative sample of system agencies;
- Conducting a minimum of four (4) System Equipment Committee meetings per year to facilitate input on system equipment needs or changes.

**c. Medical Director Hiring and Evaluation.**

**i. EMS Medical Director Hiring.**

If it is necessary to hire an EMS Medical Director, the County Judge and the City Manager or their designees shall establish a search team to implement an appropriate search process and to submit recommendations to the City Manager. Under the City Charter the City Manager has the authority to hire and fire City personnel. The City Manager may hire or designate an Interim Medical Director while the search to hire a Medical Director is being completed.

**ii. EMS Medical Director Evaluation.**

City shall establish performance standards for the EMS Medical Director and evaluate the EMS Medical Director's performance annually. Before any formal evaluation of the EMS Medical Director, City shall request information and comments from the County EMS Manager about the performance to date in Suburban County, including but not limited to those duties listed in 20.a and performance standards related to this agreement in Suburban County.

**22. County Assets.**

**a. Vehicle Ownership and Replacement.**

County shall provide one ambulance for each Suburban County station listed in Attachment D plus one spare ambulance for every two stations. For every four Suburban County stations listed in Attachment D, County shall provide one operations commander vehicle plus one spare command vehicle for every eight stations. County owns the vehicles listed in Attachment E for use primarily in Suburban County as ambulances, or response support vehicles and these vehicles shall be the property of County and shall remain in the possession of the County at the end of this Agreement. If approved in the County budget process, County replaces these vehicles in accordance with the City's replacement schedule, based on the condition of the vehicle. Replacement of vehicles listed in Attachment E shall be reviewed annually and, if needed, considered for funding, through the annual contract negotiations between the parties and approved by Commissioners Court and City Council in their respective budgets. Replacements for response support vehicles listed in Attachment E may be purchased from County or City purchasing contracts as agreed upon by the EMS Chief and the County Executive, Emergency Services, and as allowed for in the County budget process.

City shall consult with the County Executive, Emergency Services before making changes in the design specifications or graphics to ambulances and operations supervisor vehicles purchased by the County.

**b. Suburban County EMS Stations.**

Either directly or indirectly through interlocal agreements with other participants in the EMS System, County provides one or more buildings at each location listed in Attachment D for use as EMS Stations in Suburban County. While City and County agree that the locations listed in Attachment D are suitable locations to position ambulances for geographic coverage during the initial term of this agreement, the parties acknowledge that changes in locations may be warranted in later terms. City will work collaboratively with County to arrive at the best locations for all Suburban County based ambulances before making changes. Under certain circumstances, when City and County are collaborating to make changes in station locations or other system design elements, City and County may consider modifying performance expectations as needed.

**c. Suburban County Station Specifications.**

County, in consultation with City, establishes County specifications for Suburban County EMS Stations that, at a minimum, ensure that each ambulance is housed in a portion of an EMS Station that:

- i. is secure
- ii. provides a covered vehicle bay that is preferably enclosed
- iii. has 24-hour access to electricity sufficient to power the equipment located in the ambulance
- iv. has living quarters for at least 2 EMS staff members, and preferably 3.

**d. Inventory of County Property in City's Possession.**

City shall perform an annual inventory of all vehicles owned by the County that are used by the Austin-Travis County EMS System. City shall submit an inventory report to the County by July 1 of each year. The inventory report shall include an explanation of all County owned vehicles purchased or inventoried in the inventory

report submitted by the City the previous year and not appearing in the current inventory.

**e. Maintenance, Furnishings and Utilities for EMS Stations.**

After an EMS Station is opened in Suburban County, the owner of the facility used as an EMS Station is responsible for providing station facilities, facility maintenance, utilities, and furnishings to the minimum standards agreed upon by the EMS Chief and the County Executive, Emergency Services, and which are consistent with City standards. City is not responsible for the maintenance, furnishings or utilities of any EMS Station in Suburban County or its equipment unless City is the owner of the facility. If the owner of a facility used as an EMS Station fails to maintain the building and equipment required to comply with the specifications in this agreement and the failure results in conditions that make compliance with the service requirements under this agreement impossible or impracticable, City shall notify County in writing and County shall promptly take action to resolve the matter, either directly or through its agreement with the owner of the EMS Station. To the extent that services to be provided by City are dependent upon the use of the EMS Station, City shall not be considered to be in breach of this agreement for failure to meet such service or performance levels until the EMS Station is restored to a condition that is consistent with City standards for EMS Stations. City also reserves the right to temporarily relocate a Travis County EMS Vehicle to more suitable quarters, provided that such quarters are, in the opinion of the City, available for expanded use at no additional cost to City, until the identified deficiencies are corrected.

**f. Budget and New Station Planning for Subsequent Fiscal Year.**

By April 1 of each year, each party shall provide the other party with the most current available estimates of all projected major costs that would relate to this agreement if it is anticipated that it will continue in the following Fiscal Year. Budget updates shall include all plans by either party for the opening of any new stations within the EMS System. Plans for new stations should include input from the other party, before proposed budgets for new stations are submitted.

**23. Liability for Harm.**

**a. County Assumption of Risk Related to Third Party Claims.**

City shall not be liable to County for any claims, damages, or attorneys' fees arising from the intentional acts or negligence or wrongful acts or omissions of County officials or employees.

**b. City Assumption of Risk Related to Third Party Claims.**

County shall not be liable to City for any claims, damages or attorney's fees arising from the intentional acts or negligence or wrongful acts or omissions of City officials or employees.

**c. Joint Liability.**

For any claims, damages and attorney fees arising from the intentional acts or negligent or wrongful acts or omissions of City or County employees in relation to their respective obligations as described in this Agreement, if both parties are liable, City and County shall be liable for the portion of the claims, damages and attorney fees that arise from the intentional acts or negligent or wrongful acts or omissions of that party as determined by the court adjudicating the matter or as agreed in any

settlement.

**d. Ground Vehicles.**

The parties acknowledge that they do not have and are not required to provide business automobile or fleet insurance coverage on their ground emergency vehicles. Both City and County intend to remain self-insured for losses and damages to their ground EMS vehicles, provided, however, that City shall pay for repairs to or replacement of County-owned vehicles in the care, custody and control of City to the extent that the vehicle is damaged and the damage was caused by intentional acts, negligence or wrongful acts or omissions of a City employee.

**e. Apportionments of Responsibility for *STAR Flight*.**

To the extent that City would be liable under the Tort Claims Act, City shall be responsible for any claims, damages or attorney's fees arising from the intentional acts or negligence or wrongful acts or omissions of City officials or employees in dispatching *STAR Flight*, determined by the court adjudicating the matter or as agreed to in any settlement.

**f. Casualty Insurance Proceeds.**

Any property or casualty insurance proceeds paid to City or County that relate to damages to property or equipment used by Austin-Travis County EMS shall be used by City or County to repair the damages and replace the property or equipment used by Austin-Travis County EMS to the condition before the fire or casualty occurred without regard to fault unless both City and County agree that these proceeds should be used for another purpose related to the Austin- Travis County EMS System.

**g. Workers Compensation.**

If any City officer or employee suffers any injury while on duty that is compensable under the Workers Compensation laws, City shall be responsible for the loss under its workers compensation self-insurance fund. If any County officer or employee suffers any injury while on duty that is compensable under the Workers compensation laws, County shall be responsible for the loss under its workers compensation self-insurance fund.

**24. Terms & Conditions.**

**a. Federal and State Laws, Rules and Ordinances.**

Parties shall comply with all applicable federal and state constitutions, statutes, rules and regulations in the performance of this agreement.

**b. Applicable Law and Venue.**

This agreement is governed by and interpreted in accordance with the laws of the United States of America and of Texas. All obligations under this agreement are performable in Travis County, Texas.

**c. Severability.**

If any provision of this agreement is held to be unenforceable, illegal or invalid by a court of competent jurisdiction, the remainder shall continue to have full force and effect and shall in no way be impaired or invalidated by that holding.

**d. Holdover Term.**

If the amendment will not be approved by October 1, City and County may agree in writing to temporarily continue this agreement as if on the same terms and conditions for up to one hundred and twenty-three (123) days to provide City and County additional time to complete negotiations and execution of a renewal amendment or at the end of all options to complete negotiations and execution of a new agreement. ("Holdover")

Commissioners Court expressly authorizes County Executive, Emergency Services to exercise this option to Holdover this agreement on behalf of County without further approval by Commissioners Court. City Council expressly authorizes EMS Chief to exercise this option to Holdover this agreement on behalf of City without further approval by City Council.

If the parties elect to Holdover, the County Executive, Emergency Services and the EMS Chief shall document the Holdover in a written amendment that is subject to revision in the renewal amendment or new agreement. During the Holdover Term, this agreement remains in effect and each party shall continue to satisfy all of its obligations until the earlier of:

- i. a renewal amendment or a new agreement is approved by the City Council and the Commissioners Court or
- ii. the one hundred and twenty-three (123) days expires or
- iii. a written notice of termination is provided by either party.

**e. Immunity Not Waived.**

The parties, individually and jointly, expressly agree that they do not intend that any provision of this agreement in any way constitute a waiver by that party of any immunities from suit or from liability that that party may have by operation of law.

**f. Non-Waiver.**

Any omission to enforce any provision of this agreement by either party and any payment made in compliance with this agreement shall not be interpreted as a modification of this agreement or as a waiver of any breach or default of the other party which then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this agreement shall not be construed as a waiver of the right or privilege. Exercise of any right or remedy shall not impair, prejudice, or preclude the exercise of any other right or remedy under this agreement.

**25. Breach of Agreement, Dispute Resolution, and Terminations.**

**a. Notice to Cure.**

Except as otherwise provided in this agreement regarding breaches involving non-payment, there shall be no remedy for breach of this agreement before notice in compliance with section 26.a. and opportunity to cure as specified in section 25. d.

**b. Failure to Pay.**

If, after receipt of a billing statement that complies with the requirements of this agreement, County fails to pay monetary sums due to City in accordance with the time periods in this agreement, City may withhold payment due to County under this agreement of funds in its possession related to this agreement by way of set off,

pending final resolution of the dispute. If City fails to pay monetary sums due to County in accordance with the time periods in this agreement, County may withhold payment due to City under this agreement of funds in its possession related to this agreement by way of set off, pending final resolution of the dispute. Exercise of this right shall not constitute a waiver of either party's rights to proceed under any other provision of this agreement, and either party may pursue any other rights granted pursuant to this agreement at the same time as and during any period of mediation.

**c. Mediation.**

If a difference arises about performance under this agreement, the objecting party shall notify the other party of the difference in compliance with section 26.a., and City and County staff shall meet and attempt to resolve the differences to the satisfaction of both parties within sixty (60) days after the date of the notice, provided however, that this section 25.c. shall not apply if the County fails to pay City fees due under this agreement when these fees are due or the City fails to pay collected patient fees due under this agreement when these fees are due. If staff members are unable to resolve the dispute within sixty (60) days, either party may request mediation. If mediation is acceptable to the parties, each party shall choose a mediator within ten (10) business days of the date they agreed to mediate. If the City and County choose different mediators, then the two chosen by the City and the County shall together choose a third person who shall be the sole mediator. Representatives of each party shall meet with the mediator in Austin at mutually agreed upon times. The locations shall be chosen by the mediator. The costs of mediation shall be shared equally by the parties. Unless both parties are satisfied with the results of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential as described in the TEX. CIV. PRAC. & REM. CODE ANN., § 154.073, UNLESS BOTH PARTIES AGREE, IN WRITING, TO WAIVE CONFIDENTIALITY. Exercise of this right shall not constitute a waiver of either party's rights to proceed under any other provision of this agreement, and either party may pursue any other rights granted pursuant to this agreement at the same time as and during any period of mediation.

**d. Termination for Breach.**

Before exercising any rights under this section 25.d., the non-breaching party must comply with the mediation requirements in section 25.c., provided that these mediation requirements shall not apply to the failure of either party to pay the other party funds as required under this agreement. Either party may terminate this Agreement upon ninety (90) days written notice if the other party has breached any of the terms or provisions set forth in this agreement. The non-breaching party shall provide written notice in compliance with section 26.a. to the other party describing the breach and the effective date of termination. Upon receipt of this notice, the party in breach shall have ninety (90) days to cure the breach. Failure to correct such breach or give an explanation that is satisfactory to the terminating party within that ninety (90) day period shall result in an automatic termination of this Agreement at the end of the ninety (90) days unless the non-breaching party, in its sole discretion, offers an extension of the time to cure.

**e. Termination without Cause.**

Either party may terminate this Agreement at any time, with or without cause, by providing the other party with one hundred and eighty (180) days written notice. Written notice may be sent by any method, which provides verification of receipt, and

the 180 days will be calculated from the date of receipt of the notice in compliance with section 26.a.

**26. Notices.**

**a. Procedure for Notice.**

All notices required under this Agreement shall be in writing. The notice is effective immediately if delivered in person to the person at the address set forth below. The notice shall be deemed to have been given to the party on the third day following mailing if placed in the United State Mail, postage prepaid, by registered or by certified mail, with return receipt requested. Each party may change its address for notice by giving notice of the change in compliance with the requirements of this section 26.a., and delivering the notice to the County Clerk for attachment to this Agreement no later than ten (10) days after the effective date of the notice.

**b. Address of County.**

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

If by Mail

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

If by Personal Delivery

Cyd Grimes (or her successor)  
Purchasing Agent, Travis County  
314 West 11th Street, Suite 401  
Austin, Texas 78701

And to:

Danny Hobby (or his successor)  
County Executive,  
Emergency Services  
Travis County  
P.O. Box 1748  
Austin, Texas 78767

Danny Hobby (or his successor)  
County Executive,  
Emergency Services  
Travis County  
5501 Airport Blvd, Suite 203  
Austin, Texas 78751

**c. Address of City.**

The address of the City for all purposes under this Agreement shall be:

If by Mail

Marc Ott  
City Manager  
(or his successor)  
City of Austin  
P.O. Box 1088  
Austin, Texas 78767

If by Personal Delivery

Marc Ott  
City Manager  
(or his successor)  
City of Austin  
301 West 2nd Street  
Austin, Texas 78701

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

If By Mail:

Ernesto Rodriguez, EMS Chief  
City of Austin EMS Department  
P.O. Box 1088  
Austin, Texas 78767

And to:

Karen M Kennard, City Attorney  
(or her successor)  
City of Austin Law Department  
P.O. Box 1088  
Austin, Texas 78767

If by Personal Delivery:

Ernesto Rodriguez, EMS Chief  
City of Austin EMS Department  
RBJ Building,  
15 Waller Street, 2nd Floor  
Austin, Texas 78702

Karen M Kennard, City Attorney  
(or her successor)  
City of Austin Law Department  
301 West 2nd Street  
Austin, Texas 78701

**d. Change of Address.**

The parties may change their address for notice by sending notice of the change in compliance with section 26.a.

**27. Miscellaneous Clauses.**

**a. Non-Discrimination.**

City and County shall provide all services and activities required by this agreement in compliance with Title VII, the Americans with Disabilities Act, the Age Discrimination and Employment Act, the Texas Commission on Human Rights Act, and all other local, state and federal laws prohibiting unlawful discrimination in relation to any employee, applicant for employment, or resident of the City or of the County.

**b. Independent Contractors, No Agency.**

The parties to this agreement are independent contractors. An officer or employee of one party shall not be construed to be the agent or the employee of the other party. Neither party may represent the other for any purpose not expressly authorized in this agreement without the prior consent of the other party. No agent, official, employee or representative of either party has the authority to amend or assign this agreement, or waive any violations of this agreement unless expressly granted specific authority to do so by the City Council or the Commissioners Court, as applicable.

**c. Force Majeure.**

Neither party is liable nor is it deemed to be in default for any delay or failure to perform its obligations under this agreement to the extent, and for the period of time, that this failure is caused by an event or condition reasonably beyond the control of that party including acts of God, civil or military authority, acts of public enemies, acts of terrorism, fires, floods, strikes or regulatory delay or restraint. The party invoking this provision shall give notice to the other party and shall use due diligence to remedy the event or condition of Force Majeure as soon as is reasonably possible. Each party acknowledges that it is bound to perform its obligation under this agreement to the fullest extent possible taking into consideration the limitations caused by the event or condition of Force Majeure.

**d. Assignment.**

Neither party may assign any of its rights or responsibilities under this agreement

without the prior written consent of the other. It is acknowledged by each party that no officer, agent, employee or representative of the other party has any authority to grant such assignment unless expressly granted that specific authority by the party's governing body.

**e. Number and Gender.**

Words of any gender shall include any other gender and words in either number shall include the other, unless the context clearly indicates otherwise.

**f. Headings.**

Headings may not be considered in contract interpretation.

**g. Non-Party Beneficiaries.**

No provision in this agreement creates any rights in any person or entity that is not a party to this agreement, and the rights to performance in this agreement are only enforceable by the County and the City.

**h. Survival of Terms.**

If this agreement is terminated, County's obligations under Attachment C and subsection 7.d. for the final term shall survive the termination until the City has been satisfied in full for the period before the date of termination. If this agreement is terminated, City's obligations under sections 12 and 13. for the final term shall survive the termination until the County has been satisfied in full. In addition, if this agreement is terminated each party's obligations under the following subsections shall survive the termination until the other party has been satisfied in full: 7.b., 7.c., 7.d., 10, 11., 12.a., 12.b., 12.c., 13, 14., 22.a., all of 23., 24.b., 24.c., 24.e., 24.f., 25.b., 26.a., 26.b., 26.c., 27.a., 27.b., 27.g., 27.h., all of 28., and 29. The EMS Chief and the County Executive, Emergency Services shall meet within 30 days of termination to determine the manner and time by which billing and collection information for outstanding accounts for Services provided in Suburban County will be transferred to the County. If the parties wish to enter into an arrangement under which the City continues to provide billing and collection services for the County following termination, the terms and conditions of such arrangement shall be set forth in a separate agreement approved by Commissioners Court and City Council.

**28. Definitions.**

**a. City.**

"City" means City of Austin.

**b. Commissioners Court.**

"Commissioners Court" means the Travis County Commissioners Court.

**c. County.**

"County" means Travis County, a political subdivision of Texas.

**d. County Executive, Emergency Services.**

"County Executive, Emergency Services" means the individual designated by the Commissioners Court to perform the management and administrative duties of the County under this Agreement.

- e. **EMS Chief.**  
"EMS Chief" means the City of Austin Director of Emergency Medical Services or his designee.
- f. **EMS Department.**  
"EMS Department" means the City of Austin EMS Department.
- g. **EMS Medical Director.**  
"EMS Medical Director" means a physician employed by the City who meets the criteria established by the State of Texas.
- h. **EMS Station.**  
"EMS Station" means a furnished and equipped EMS building inside or outside the City of Austin, at which one appropriately equipped ambulance will be placed into service.
- i. **EMS System (or "Austin-Travis County EMS System").**  
"EMS System" is the term used by the parties to refer to all the personnel, facilities, fleet and equipment used by any entity under the Medical Director's license to provide EMS and emergency medical first response within Travis County.
- j. **Fiscal Year.**  
"Fiscal Year" means the twelve month period that begins October 1 and ends on the following September 30.
- k. **Holdover Difference.**  
"Holdover Difference" means the difference between the total of the amount County has paid City for the Services provided during the Holdover Term and the product of the monthly installment of the Total Agreement Fee in the renewal agreement or amendment multiplied by the number of months in the Holdover Term.
- l. **Holdover Term.**  
"Holdover Term" means an extension of the agreement from October 1 until a renewal amendment or agreement is approved by the County and City that was created in compliance with section 23. d. during which the monthly installment remains the same as the monthly installment of the Total Agreement Fee in the agreement term being extended by the holdover agreement.
- m. **Performance Improvement Report.**  
"Performance Improvement Report" means a document that defines the strategies that will be used by the department to assess, test, and improve processes.

**n. Services.**

“Services” means pre-hospital emergency medical services and emergency ambulance service that is provided with the delivery of clinical excellence, performance reliability, economic efficiency, and customer satisfaction to County seven days a week, twenty-four hours a day, and every day of each year as stated in Attachment A.

**o. STAR Flight.**

“**STAR Flight**” means the program that provides emergency medical air ambulance services by Travis County which includes helicopters, aviation equipment, management and operations personnel, and for which the City of Austin provides support services as described in this Agreement.

**p. Suburban County.**

“Suburban County” means those areas of Travis County located outside the corporate limits of Austin, but excludes any incorporated area in Travis County that does not have a current, written interlocal agreement with County for EMS services.

**q. TDSHS**

“TDSHS” means Texas Department of State Health Services.

**r. Total Agreement Fee.**

“Total Agreement Fee” means the sum of Fee for Service, Administrative Fee, ACS Fee, Fuel Fee, and Maintenance Fee.

**s. Travis County First Responder.**

“Travis County First Responder” means any person who is a member of a Travis County first responder organization that provides emergency first response services in Suburban County, satisfies all applicable Texas Department of State Health Services requirements for first responders, and has system credentials at the appropriate level.

**29. Entire Agreement.**

This agreement replaces all prior contracts and all oral and written agreements between the parties regarding the subjects and terms of this agreement. Any agreement, covenant or understanding that is not included in this document, including its Attachments has been superseded by this agreement. The Attachments which are a part of this agreement and include promised performance under this agreement are limited to the following:

- i. Attachment A – Scope of Work
- ii. Attachment B – Performance Indicators
- iii. Attachment C – Fees Payable
- iv. Attachment D – Suburban County Stations
- v. Attachment E – Travis County EMS Vehicles
- vi. Attachment F – Travis County EMS Advisory Board General Provisions

- 30. **DUPLICATE ORIGINALS:** This Agreement may be executed in duplicate originals.
- 31. **EFFECTIVE DATE:** This Agreement is effective on October 1, 2013.

CITY OF AUSTIN

TRAVIS COUNTY

By: *Sue Edwards*  
Sue Edwards for Michael McDonald  
Deputy City Manager

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

Date 1/16/2014

\_\_\_\_\_ Date

Copies to:

Ernesto Rodriguez, EMS Chief  
Austin – Travis County EMS  
15 Waller Street  
Austin, Texas 78702

Danny Hobby, County Executive  
Emergency Services  
Travis County Emergency Services  
5501 Airport Blvd. Ste. 203  
Austin, Texas 78751

## ATTACHMENT A

### SCOPE OF WORK

The EMS Department provides emergency medical response with highly trained and skilled personnel and maintains a state of readiness to ensure timely responses to calls for assistance. It provides the tools and equipment necessary for conducting medical assessments, treatment and transportation of ill or injured persons. Additionally, the EMS Department uses a unique approach to improve access to healthcare through its Community Health Paramedic Program and has instituted community education programs to promote safety and to promote healthy choices. The EMS Department also provides a variety of specialized services such as tactical medics, special operations medics, and special events medics (i.e. bicycle, motorcycle, SRV). These capabilities increase the impact that the EMS Department can have within its community in collaboration with other public safety agencies. More specifically, City through the EMS Department is responsible for the following processes and services:

**Emergency Dispatch** – Emergency dispatch includes answering 911 calls, applying the Medical Priority Dispatch Criteria, dispatching the nearest available and appropriate EMS resource, providing emergency and pre-arrival instructions to callers, notifying the nearest appropriate Travis County First Responder Organization, and monitoring incident radio traffic to provide support and track each response.

**STAR Flight Communications** – **STAR Flight** communications includes EMS Department Communications staff receiving requests, alerting crews, communicating with and tracking the air medical transport vehicle in accordance with Federal Aviation Administration Regulations applicable at the time of execution of this Agreement and with the Commissioners Court approved Dispatch Matrix.

**Emergency Response** – Emergency response includes responding to emergencies with the most appropriate EMS resources such as ambulances, squads, or other equipment and staffing to deliver emergency medical care to patients in a broad range of circumstances and locations 24-hours a day, every day each year.

**Patient Assessment and Care** – Patient Assessment and Care includes EMS Department medical personnel conducting medical assessments and providing medical care to patients requesting assistance according to the standards established by the Office of the Medical Director.

**Medical Transportation** – Medical Transportation includes the EMS Department providing patients continuous medical care while transporting them to the most appropriate location for their medical needs.

**Billing Services** – Billing Services includes the EMS Department's billing services workgroup coding and submitting medical reimbursement bills to Medicare, Medicaid, private insurance companies, and other payers in compliance with the established medical reimbursement processes established by the Centers for Medicare & Medicaid Services (CMS) and the health insurance industry to cover part of costs incurred by healthcare providers and maintaining patient medical records and patient accounts.

**Fleet Management** – Fleet Management includes the City of Austin fleet services program maintaining all vehicles in compliance with the manufacture’s recommendations and providing the upkeep of all EMS ground vehicles in compliance with City of Austin policies and procedures related to vehicle and equipment safety.

## **ATTACHMENT B**

### **PERFORMANCE INDICATORS**

The Joint Commission on Accreditation of Healthcare Organizations (JCAHO) has posted its position on performance measurement. This position states that "Performance measurement is used internally by health care organizations to support performance improvement and externally, to demonstrate accountability to the public and other interested stakeholders. Performance measurement benefits the health care organization by providing statistically valid, data-driven mechanisms that generate a continuous stream of performance information. This enables a health care organization to understand how well their organization is doing over time and have continuous access to objective data to support claims of quality. The organization can verify the effectiveness of corrective actions; identify areas of excellence within the organization; and compare their performance with that of peer organizations using the same measures. Similarly, performance data can be used by external stakeholders to make value-based decisions on where to seek quality health care." City through the EMS Department agrees with this direction and has established performance measures to constantly improve its performance.

Quality Improvement within the healthcare environment is an on-going process. The EMS Department has implemented the Institute of Healthcare Improvement (IHI) Model for Improvement. The EMS Department utilizes a performance improvement process to cause improvement that includes activities focused on identification of root cause, establishing action plans, and using the "Plan, Do, Study Act" improvement cycle to achieve rapid, incremental improvement. The EMS Department documents improvement projects using Performance Improvement Reports that are dynamic and specific to the subject matter.

City through the EMS Department shall perform the Scope of Work stated in Attachment A and execute performance to the standards in compliance with Attachment B. City through the Office of the Medical Director shall perform the scope of work and execute performance in compliance with the standards stated in section 21.

**Monthly Summary**

<b>Summary Item</b>	<b>Description</b>	<b>Monitoring Method</b>
Incidents in City and County	Count of incidents that occur in the City and County combined	Run Chart updated by 10th business day each month
Incidents stratified by city and county	Count of incidents that occur in City and the County shown separately	Run Chart updated by 10th business day each month
Responses in City and County	Count of responses that occur in the City and County combined	Run Chart updated by 10th business day each month
Responses stratified by City and County	Count of responses that occur in City and the County shown separately	Run Chart updated by 10th business day each month
Responses by City units into County	The percentage of responses made by ambulances assigned to City EMS stations into the County region	Run Chart updated by 10th business day each month
Responses by County units into City	The percentage of responses made by ambulances assigned to County EMS stations into the City region	Run Chart updated by 10th business day each month

**Key Result Area(s): Emergency Dispatch; *STAR Flight* Dispatch**

Indicator	Desired Outcome	Standard	Acceptable Quality Level	Monitoring Method	Improvement Actions
Grade of Service	Answer 911 calls within 10 seconds of first ring	≤ 10 seconds, 95% reliability	Reliability may not fall below standard for more than two consecutive months or any three months in a year.	Run Chart updated by 10th business day each month	Improvement Report
Call Processing Time	Gather necessary information and dispatch ambulances quickly	≤ Average of 75 Seconds each month	Average Call Processing Time may not fall below standard for more than two consecutive months or any three months in a year.	Run Chart updated by 10 <sup>th</sup> business day each month	Improvement Report
MPD Protocol Compliance	Comply with Medical Priority Dispatch Protocol	≥ 90% compliance based on accreditation standards.	Compliance may not fall below standard for more than two consecutive months or any three months in a year.	Run Chart updated by 10 <sup>th</sup> business day each month	Improvement Report
<b><i>STAR Flight</i></b> Card Compliance	Comply with <b><i>STAR Flight</i></b> Dispatch Protocol Cards	≥ 90% compliance	Compliance may not fall below standard for more than two (2) consecutive months or any three (3) months in a year.	Run Chart updated by 10 <sup>th</sup> business day each month	Improvement Report

**Key Result Area: Emergency Response**

<b>Response Time Goals for Travis County:</b>	<b>Response Time Goals for City of Austin:</b>
P1 – 11:59 P2 – 13:59 P3 – 15:59 P4 – 17:59 P5 – 19:59	P1 – 09:59 P2 – 11:59 P3 – 13:59 P4 – 15:59 P5 – 17:59

<b>Indicator</b>	<b>Desired Outcome</b>	<b>Standard</b>	<b>Acceptable Quality Level</b>	<b>Monitoring Method</b>	<b>Improvement Actions</b>
Overall On-Time Rate – City/County	Arrive quickly to EMS calls with ambulances, supervisors, or other ATCEMS resources.	≥ 90% to all priorities of EMS calls combined using the Travis County and City of Austin response time goals respectively.	Reliability may not fall below 87% for more than two consecutive months or any three months in a year.	Run Chart updated by 10 <sup>th</sup> business day each month.	Improvement Report
Overall On-Time Rate – County Only	Arrive quickly to EMS calls with ambulances, supervisors, or other ATCEMS resources.	≥ 90% to all priorities of EMS calls combined using the Travis County response time goals.	Reliability may not fall below 87% for more than two consecutive months or any three months in a year.	Run Chart updated by 10 <sup>th</sup> business day each month.	Improvement Report
Overall On-Time Rate – City Only	Arrive quickly to EMS calls with ambulances, supervisors, or other ATCEMS resources.	≥ 90% to all priorities of EMS calls combined using the City of Austin response time goals.	Reliability may not fall below 87% for more than two consecutive months or any three months in a year.	Run Chart updated by 10 <sup>th</sup> business day each month.	Improvement Report

**Key Result Area: Patient Assessment and Care**

<b>Indicator</b>	<b>Desired Outcome</b>	<b>Standard</b>	<b>Acceptable Quality Level</b>	<b>Monitoring Method</b>	<b>Improvement Actions</b>
Aspirin Administration in STEMI	All patients exhibiting signs of a STEMI (Heart Attack) receive Aspirin before arrival at the hospital.	100% of patients with no contraindications	Performance may not fall below 87% for more than two consecutive months or any three months in a year.	Run Chart updated by 10 <sup>th</sup> business day at the beginning of each quarter.	Improvement Report
Blood Glucose Test in Stroke	All patients exhibiting signs of a Cerebrovascular Accident (Stroke) receive a blood glucose test before arrival at the hospital.	100% of patients with no contraindications	Performance may not fall below 87% for more than two consecutive months or any three months in a year.	Run Chart updated by 10 <sup>th</sup> business day at the beginning of each quarter.	Improvement Report
Cardiac Arrest Arrival at Facility with a Pulse	As many patients as possible who are treated for cardiac arrest by EMS arrive at the hospital with a pulse.	≥ 30% of patients with attempted resuscitation by ATCEMS.	Performance may not fall more than 10% in a six month period.	Run Chart updated by 10 <sup>th</sup> business day at the beginning of each quarter.	Improvement Report

**Key Result Area: Medical Transportation**

Indicator	Desired Outcome	Standard	Acceptable Quality Level	Monitoring Method	Improvement Actions
STEMI Alert Transport	All patients who need and accept medical care related to a STEMI Alert are transported to an appropriate STEMI specialty care facility.	≥ 90% Patients with EMS identified STEMI Alert will be transported to appropriate specialty care facility or have documented reason for exception.	Performance may not fall more than 3% for more than two consecutive months or any three months in a year.	Run Chart updated by 10 <sup>th</sup> business day each month.	Improvement Report
Stroke Alert Transport	All patients who need and accept medical care related to a Stroke Alert are transported to an appropriate stroke specialty care facility.	≥ 90% Patients with EMS identified Stroke Alert will be transported to appropriate specialty care facility or have documented reason for exception.	Performance may not fall more than 3% for more than two consecutive months or any three months in a year.	Run Chart updated by 10 <sup>th</sup> business day each month.	Improvement Report
Trauma Alert Transport	All patients who need and accept medical care related to a Trauma Alert are transported to an appropriate trauma specialty care facility.	≥ 90% Patients with EMS identified Trauma Alert will be transported to appropriate specialty care facility or have documented reason for exception.	Performance may not fall more than 3% for more than two consecutive months or any three months in a year.	Run Chart updated by 10 <sup>th</sup> business day each month.	Improvement Report

**Key Result Area: Financial and Billing Services**

Indicator	Desired Outcome	Standard	Acceptable Quality Level	Monitoring Method	Improvement Actions
Revenue Collected in Travis County outside the City of Austin.	Collect as much revenue as possible to reimburse the county for some the cost of subsidizing the EMS system.	100% of projected revenue	Revenue collections may not fall more than 10% below monthly projections for more than two months in a row or three months in a year.	Run Chart updated by 10 <sup>th</sup> business day each month.	Improvement Report
Bill Processing Time	Send bills to customers as quickly as possible.	≤ Average of 10 days to process bills and send a billing statement	The Bill Processing Time may not fall below standard for more than two consecutive months or any three months in a year.	Run Chart updated by 10 <sup>th</sup> business day each month	Improvement Report

**Key Result Area: Fleet Management**

Indicator	Desired Outcome	Standard	Acceptable Quality Level	Monitoring Method	Improvement Actions
On-time maintenance performed	Vehicles receive required maintenance on time.	≥ 95% of the time, vehicles receive required maintenance on or before the date on which they are scheduled	Reliability may not fall more than 3% for more than two consecutive months or any three months in a year.	Run Chart updated by 10 <sup>th</sup> business day each month.	Improvement Report

**Key Result Area: Customer Service**

Indicator	Desired Outcome	Standard	Acceptable Quality Level	Monitoring Method	Improvement Actions
Customer Satisfaction Score	Create satisfied customers	≥ 95% of patients are satisfied or very satisfied with our customer service	Customer satisfaction may not fall greater than 3% for more than two consecutive months or any three months in a year.	Run Chart updated by 10 <sup>th</sup> business day each month.	Improvement Report

**ATTACHMENT C**

**FEES PAYABLE**

The fees identified below represent the total costs for the Services under this agreement.

**FEES**

The Total Agreement Fee stated below includes all labor, direct costs, indirect costs, administrative costs, maintenance costs, fuel costs, and equipment required to successfully complete the Services during this period.

<b>\$13,049,265</b>	<b>Fee for Services</b>
<b>\$19,800</b>	<b>ACS Fee</b>
<b>\$452,940</b>	<b>Maintenance Fee</b>
<b>\$279,034</b>	<b>Fuel Fee</b>
<b>\$897,068</b>	<b>Administrative Fee (6.5%)</b>
<b>\$14,698,106</b>	<b>Total Agreement Fee</b>

The Total Agreement Fee is payable in twelve equal monthly installments over the initial term of the agreement. The monthly installment for the Total Agreement Fee is one million, two hundred twenty four thousand, eight hundred forty two dollars (\$1,224,842).

City and County acknowledge that the execution of this agreement is occurring after the effective date of the initial term of the agreement and County has made payments totaling three million six hundred fifty-nine thousand six hundred two and 50/100 dollars (\$3,659,602.50) for Services received from October 1, 2013 through December 31, 2013 inclusive.

To address the difference between the total monthly installments for the Total Agreement Fee of four million eight hundred ninety-nine thousand three hundred sixty-eight dollars (\$4,899,368.66) and the payments made to the City by County related to the previous Holdover Term from October 1, 2013 through January 31, 2014 inclusive, County shall pay City the Holdover Difference of one million two hundred thirty-nine thousand seven hundred sixty-five and 50/100 dollars (\$1,239,765.50) within thirty (30) days after execution of this agreement by both parties.

City and County acknowledge that City is not required to and shall not send any billing statements for the monthly installments for the Total Agreement Fee for October 1, 2013 through January 31, 2014 inclusive because the monthly installments for these months were paid during the previous Holdover Term and will be paid by the Holdover Difference payment.

**LINE ITEMS EXCLUDED FROM FEE FOR SERVICE**

The following line items from the FY 2014 Approved EMS General Fund Budget are excluded from the Fee for Service and the County pays none (0%) of the following line items:

- Line Item Number 5520 – architectural services
- Line Item Number 5620 – legal services
- Line Item Number 6126 – rental-other equipment
- Line Item Number 6160 – electric service
- Line Item Number 6162 – gas/heat
- Line Item Number 6165 – water service
- Line Item Number 6170 – wastewater service
- Line Item Number 6174 – drainage fee
- Line Item Number 6175 – garbage collection
- Line Item Number 6185 – EMS interlocal services
- Line Item Number 6361 – awards
- Line Item Number 6383 – building maintenance
- Line Item Number 6404 – telephone base
- Line Item Number 7482 – food/ice

**ATTACHMENT D**  
**SUBURBAN COUNTY STATIONS**

<b>SUBURBAN COUTY STATION</b>	<b>STATION ADDRESS</b>	<b>RESPONSIBLE PARTY</b>	<b>COVERAGE</b>
<b>EMS 9 (Lakeway)</b>	100 Medical Parkway, Lakeway	Travis County	24/7
<b>EMS 20 (Pflugerville)</b>	911 W Pflugerville Loop, Pflugerville	Travis County	24/7
<b>EMS 21 (Westlake)</b>	1295 S Capital of Texas Hwy, Austin	Travis County	24/7
<b>EMS 22 (Lago Vista)</b>	3605 Allegiance Ave, Lago Vista	Travis County	24/7
<b>EMS 23 (Manor)</b>	405 West Parsons St, Manor	Travis County	24/7
<b>EMS 24 (South-East TC)</b>	5412 Hwy. 183 South, Austin	Travis County	24/7
<b>EMS 25 (Jonestown)</b>	18310 Park Drive, Jonestown	Travis County	24/7
<b>EMS Med-Rescue 26 (Perdernales)</b>	22404 State Hwy 71 West, Spicewood	Travis County	24/7
<b>EMS 32 (South-West TC)</b>	3621 S RM 620, Austin	Travis County	24/7
<b>EMS 36 (North-East TC)</b>	2301 Kelly Lane, Pflugerville	Travis County	24/7
<b>EMS 37 (East TC)</b>	14312 Hunters Bend Road, Austin	Travis County	24/7

**ATTACHMENT E**

**TRAVIS COUNTY EMS VEHICLES**

<b>County Vehicles in Possession by City as of 12/31/13</b>					
<b>ATCEMS VEHICLE ID</b>	<b>TX LICENSE</b>	<b>CHASIS YEAR</b>	<b>MAKE</b>	<b>VEHICLE TYPE</b>	<b>PRIMARY ASSIGNMENT</b>
08E913TC	1081871	2008	Dodge	Ambulance	Ambulance
10E911TC	1081791	2010	Ford	Ambulance	Ambulance
10E912TC	1081790	2010	Ford	Ambulance	Ambulance
11E121TC	1114541	2011	Ford	Ambulance	Ambulance
11E122TC	1114540	2011	Ford	Ambulance	Ambulance
11E123TC	1114539	2011	Ford	Ambulance	Ambulance
12E132TC	1131283	2012	Ford	Ambulance	Ambulance
12E133TC	1131282	2012	Ford	Ambulance	Ambulance
12E139TC	1141300	2012	Ford	Ambulance	Ambulance
12E140TC	1141301	2012	Ford	Ambulance	Ambulance
07E705TC	1000367	2007	International	Ambulance	Ambulance
07E706TC	1000366	2007	International	Ambulance	Ambulance
07E707TC	1000368	2007	International	Ambulance	Ambulance
08E810TC	1027020	2008	International	Ambulance	Ambulance
09E819TC	1046117	2009	International	Ambulance	Ambulance
09E820TC	1057678	2009	International	Ambulance	Ambulance
08E838TC	1046087	2008	Ford	Expedition	OMD
08E832TC	1046288	2008	Ford	F350	Command
08E831TC	1026774	2008	Ford	F350	Command
11A032TC	1116450	2011	Chevy	Tahoe	OMD
14E116TC	Pending	2013	Ford	F350	Command
14E117TC	Pending	2013	Ford	F350	Command
13E148TC	1164580	2013	Dodge	Ambulance	Ambulance
13E149TC	1164579	2013	Dodge	Ambulance	Ambulance

City and County acknowledge that County agrees to purchase and own two new ambulances during this agreement term. One ambulance is a replacement ambulance. When the one replacement ambulance is ready to be deployed for EMS System use, EMS Chief and County Executive, Emergency Services will jointly determine which county-owned ambulance will be retired from EMS System use and returned to County.

Pursuant to section 23.d., City and County acknowledge that County ambulance 11E122TC was damaged on November 20, 2013 and City, at its expense, is replacing the chassis that was damaged beyond repair with a new chassis onto which City will remount the existing patient module.

## ATTACHMENT F

### AUSTIN-TRAVIS COUNTY EMS ADVISORY BOARD GENERAL PROVISIONS

#### 1 DEFINITIONS.

- 1.1 **BOARD** means the Austin-Travis County EMS Advisory Board as described in the Interlocal Agreement between the City of Austin and Travis County.
- 1.2 **BOARD MEMBER** includes an alternate member.
- 1.3 **COMMITTEE** means a body of board members established by an affirmative vote of the board, consisting of at least three board members, to which the board has delegated a defined matter, or matters.
- 1.4 **WORKING GROUP** means a body of persons which may include board members and non-board members established by an affirmative vote of the board, consisting of less than a quorum of the board, to which the board delegates a defined matter, or matters, for consideration and recommendation to the board. A working group is automatically dissolved after it reports its recommendations to the board.

#### 2 BOARD COMPLIANCE WITH OPEN GOVERNMENT.

- 2.1 The board and its committees shall comply with chapter 551 (*Open Meetings Act*). This subsection does not apply to working groups.

#### 3 QUORUM AND ACTION.

- 3.1 A majority of the total number of authorized board members constitutes a quorum for the conduct of business. The board is comprised of nine members, of which five board members constitute a quorum.
- 3.2 A board action must be adopted by an affirmative vote of the number of members necessary to provide a quorum. For a nine member board, a board action must be adopted by an affirmative vote of five board members.
- 3.3 The number of members necessary to provide a quorum must be physically present at a meeting to conduct business.

**4 STAFF SUPPORT.**

- 4.1 The Austin – Travis County EMS Department provides staff support for the board and each committee of this board and each joint committee, including an executive to serve as executive board liaison and a staff member to serve as board liaison between the department and the board.

**5 MEMBER ELIGIBILITY REQUIREMENTS AND REMOVAL.**

- 5.1 A board member is appointed by and serves at the pleasure of the governing body that appoints that board member.
- 5.2 The board is comprised of a membership that represents the interests listed below. The following table represents each member representation and appointment body.

<b>Representation</b>	<b>Appointment Body</b>
Emergency Services District Boards of Commissioners	Travis County Commissioners Court
Neighborhood Groups	Austin City Council
Consumer informed about issues relating to Emergency Medical Services	Travis County Commissioners Court
St. David's Hospital representative	Austin City Council
Corporate response group representative	Austin City Council
Travis County representative	Travis County Commissioners Court
Seton Hospital representative, Physician	Austin City Council
Informed Consumer	Austin City Council
Local Physician knowledgeable about Emergency Medical and Trauma Services	Travis County Commissioners Court

- 5.3 A person who is registered or is required to register as a lobbyist under the Austin City Code Chapter 4-8 (*Regulation of Lobbyists*) or who is employed by a person registered or required to register under that chapter is not eligible to serve on a board until the expiration of three years after the date that the person ceases to be registered, required to be registered, or employed by a person registered or required to register.

- 5.4 A person must file a written application that is presented to the governing body that appoints that board position to be eligible for appointment to the board.
- 5.5 After a person is appointed to the board, the person is not eligible to begin service until the person has signed a written acknowledgment stating that the person:
  - 5.5.1 has taken the oath associated with the position; and
  - 5.5.2 has received a copy of and agreed to comply with the City of Austin's ethics and personal responsibility guidelines.
- 5.6 To maintain eligibility, a board member must:
  - 5.6.1 complete the board training required by Section 7 (*Training*);
  - 5.6.2 comply with the attendance requirements of Section 9 (*Attendance Requirements And Automatic Vacation*).
- 5.7 A person may not serve on more than one City-established board simultaneously, except as a representative of another board or as required by federal or state law or City ordinance or resolution.
- 5.8 A board member who becomes ineligible to serve under federal or state regulation may not continue to serve even though a successor has not been appointed.
- 5.9 A board member may be removed at any time by an affirmative vote of the majority of the governing body that appointed that board member.
- 5.10 Unless otherwise provided by these general provisions, a City or County employee may not serve as a member of board if:
  - 5.10.1 the employee is classified at the executive level;
  - 5.10.2 the employee is required to file an annual financial statement;
  - 5.10.3 the City employee works for the Law Department, the Financial Services Department, the Purchasing Department, the Austin – Travis County EMS Department or the Project Management Division of the Public Works Department of the City of Austin or the County employee works for the County Attorney, Planning and Budget Office, or the Purchasing Office of Travis County; or

5.10.4 the subject matter within the scope of the City or County department in which the City or County employee is employed makes it likely that the board will consider subject matter related to the City or County department.

## **6 MEMBERSHIP TERM AND LIMITATION.**

- 6.1 A board member is appointed for a term of up to three years beginning August 1st. The tenure of a board member appointed by a City Council member runs concurrently with the tenure of the City Council member who appoints the member.
- 6.2 Except as provided in Subsection 6.3, a board member may serve not longer than nine consecutive years on the board.
- 6.3 A board member who has served nine years on the board is not eligible for reappointment until the expiration of two years after the last date of the member's service on the board.

## **7 TRAINING.**

- 7.1 A board member who does not comply with the training requirements automatically vacates his position, subject to the hold over provision in Section 10 (*Vacancy and Hold Over Capacity*).
- 7.2 Each board member must complete a board course developed by staff not later than the 90th day after the date of the member's appointment or reappointment. The training shall include:
  - 7.2.1 a review of a board member's personal and ethical responsibilities;
  - 7.2.2 the role of council and staff and the council-manager form of government;
  - 7.2.3 the role of advisory boards in making recommendations and advising City Council and Travis County Commissioners Court;
  - 7.2.4 board procedures, including attendance and quorum;
  - 7.2.5 Government Code Chapter 551 (*Open Meetings Act*), Robert's Rules of Order, and Americans with Disabilities Act requirements; and
  - 7.2.6 conflict resolution; and

7.2.7 the use of a City e-mail account for board-related business.

### 7.3 Communications Using Electronic Devices

7.3.1 This section does not apply to voice communications. This section does not allow voice communications that are prohibited by Texas Government Code, Chapter 551 (*Open Meetings Act*)

7.3.2 The City Clerk for the City of Austin (city clerk) shall establish and maintain an electronic mail (e-mail) system for the use of board members in conducting board business. The city manager shall provide the necessary technical support.

7.3.3 Except as provided in this subsection, a board member shall use the City e-mail account provided by the city clerk under this section for all communications using an electronic device to transmit text related to the member's service as a board member.

7.3.3.1 Before the city clerk may furnish a City e-mail account to a board member, the board member must receive training on the use of the City e-mail account, and accept the terms of a user agreement to be prescribed by ordinance.

7.3.3.2 If a board member receives a communication related to their service as a board member on a non-City e-mail account, the board member shall promptly forward the communication to the City e-mail account furnished to the board member.

7.3.3.3 A board member who does not comply with the training requirement in this section, or does not accept the terms of the user agreement, may not have access to a City e-mail account. A board member who does not have access to a City e-mail account may not use electronic devices to transmit text related to board business. This does not prohibit the board member from responding on a non-City email account to a communication initiated by a City employee who is assigned to support a board as a job duty.

## 8 CONFLICT OF INTEREST.

8.1 This section is cumulative of Austin City Code Chapter 2-7 (*Ethics And Financial Disclosure*) and Local Government Code Chapter 171 (*Regulation Of Conflicts Of Interest Of Officers Of Municipalities, Counties, And Certain Other Local Governments*). Under this section a board member has a conflict of interest if the City Code or another law prohibits

the board member from taking action on a vote or decision before the board.

8.2 At each meeting, a board member shall sign an attendance sheet and shall indicate:

8.2.1 that the board member has no conflict of interest related to any item on the agenda; or

8.2.2 the number of an agenda item for which the board member has a conflict of interest.

8.3 At each meeting of a committee to which a board member is appointed, a committee member shall sign in on a sheet provided and shall indicate:

8.3.1 that the committee member has no conflict of interest related to any item on the committee meeting agenda; or

8.3.2 the number of an agenda item for which the committee member has a conflict of interest.

8.4 Failure by a member to comply with Subsections 8.2 and 8.3 results in that member being counted as absent from the board meeting; such an absence is an unexcused absence. Any vote or votes cast by a member who fails to comply with Subsections 8.2 or 8.3 are not counted at the board or committee meeting at issue.

## **9 ATTENDANCE REQUIREMENTS AND AUTOMATIC VACATION.**

9.1 Except as provided in Subsection 9.2, a board member automatically vacates the board position if the board member is absent for two consecutive regular meetings or one-half of all regular meetings in a rolling 12-month period, subject to the hold over provision in Section 10 (*Vacancy and Hold Over Capacity*). Attendance by a board member at committee meetings and working group meetings is not considered for purposes of determining the board member's compliance with attendance requirements.

9.2 Subsection 9.1 does not apply to an absence due to the following:

9.2.1 the board member's illness or injury;

9.2.2 the illness of or injury to a member of the board member's immediate family; or

9.2.3 the birth or adoption of the board member's child, for 90 days after the birth or adoption.

The board member must notify the staff liaison of one of these stated reasons for the absence not later than the date of the next regular meeting of the board. For an absence due to the birth or adoption of the board member's child, the board member must notify the staff liaison not later than the date of the next regular meeting after the birth or adoption.

9.3 The Austin – Travis County EMS department which is assigned to provide staff support to the board shall keep attendance records and notify the city clerk and County Executive Emergency Services if a board member fails to comply with attendance requirements.

9.4 The city clerk and County Executive Emergency Services Manager shall notify the nominating City Council member or County Commissioners Court if a board member's attendance record creates an automatic vacancy that requires a new appointment.

#### **10 VACANCY AND HOLD OVER CAPACITY.**

10.1 A board member whose term has expired continues to serve in a hold-over capacity until the earlier of the date a successor is appointed and qualified to fill the position or the 60th day after the term expiration date.

10.2 A board member who automatically vacates his position under Section 7 (*Training*) may maintain eligibility without the need for reappointment:

10.2.1 if, not later than the 30th day after the applicable deadline, the member completes the eligibility requirement; and

10.2.2 the member continues to serve in a hold-over capacity until the earlier of the date a successor is appointed and qualified to fill the position or the 60th day after the expiration of the applicable deadline.

10.3 A board member who vacates a board position under Section 9 (*Attendance Requirements and Automatic Vacation*) continues to serve in a hold-over capacity until the earlier of the date a successor is appointed to fill the position or the 60th day after the date the city clerk or County Executive Emergency Services notifies the nominating City Council member or County Commissioners Court that the board member's attendance record created an automatic vacancy that requires appointment of a new member.

## **11 BOARD AUTHORITY AND ACTION.**

- 11.1 The board serves only in an advisory capacity to the Austin City Council and Travis County Commissioners Court, unless granted specific authority by both the Austin City Council and Travis County Commissioners Court.
- 11.2 An individual board member may not act in an official capacity except through the action of a majority of the board.
- 11.3 The board must take action or make a recommendation to the Austin City Council and Travis County Commissioners Court not later than the 90th day after the City Manager or County Judge has referred an item to the board for review. If the board does not act timely as required under this subsection, the Austin City Manager or County Judge may forward an item to the Austin City Council or Travis County Commissioners Court without a board recommendation.

## **12 OFFICERS AND COMMITTEES.**

- 12.1 The board shall annually select from its membership a chair and any additional officers that the board finds appropriate.
- 12.2 A board member may not serve as an officer in a designated position of the board for more than three consecutive one-year terms. A board member who has served as an officer in a designated position of a board for three consecutive terms is not eligible for re-election to that designated office until two years after the last date of the board member's service in that office, unless, the board votes to reelect the board member to that designated office for an additional term by a two-thirds vote. For a nine member board, six members constitute a two-thirds vote.
- 12.3 The board may create a committee from its membership to aid the board in carrying out its purpose. A board may not designate or appoint a non-member to serve on a committee. A board may not create a joint committee with another board unless directed by a formal action of the City Council or Commissioners Court to do so.
- 12.4 In lieu of creating a committee, a board may create a working group to consider a defined matter or matters and report its findings and recommendation to the board. A working group is not required to comply with Government Code Chapter 551 (Open Meetings Act) or to keep minutes of its meetings.

### **13 MEETING REQUIREMENTS.**

- 13.1 The board shall meet not less often than quarterly. The board shall annually approve a regular meeting schedule and file the schedule with the Austin – Travis County EMS department. The board may only call one meeting each quarter in addition to its regularly scheduled meetings, unless the unscheduled meeting is required to comply with a statutory deadline or a deadline established by Austin City Council or Travis County Commissioners Court.
- 13.2 The board may not conduct a closed meeting without the approval of the Austin City Attorney and the Travis County Attorney.
- 13.3 Each board meeting agenda shall provide for citizen communication.
- 13.4 A board liaison shall submit a meeting agenda through the city's on-line agenda posting system and the County Judge's office for each meeting.
- 13.5 The city clerk shall post each board meeting agenda and keep a record of postings for all board meetings.
- 13.6 The board and each committee shall keep and post minutes of its meetings on the designated on-line system. The minutes shall:
  - 13.6.1 list the members in attendance;
  - 13.6.2 state the subject of each deliberation; and
  - 13.6.3 indicate each vote, recommendation approved, or other action taken.
- 13.7 After first consulting with and receiving input from the staff liaison, the board chair shall approve each final meeting agenda prior to posting. Two or more board members may place an item on the agenda by oral or written request to the staff liaison at least five days before the meeting.

### **14 MEETING PROCEDURES.**

- 14.1 Board meetings are governed by Robert's Rules of Order and the bylaws of the board.
- 14.2 The board shall adopt board bylaws. A board meeting may not extend beyond 10:00 p.m., unless the board votes to continue.

## **15 FAILURE TO MEET.**

- 15.1 The Austin – Travis County EMS department employee who is assigned to provide staff support to the board shall notify the city clerk and County Executive Emergency Services if the board fails to post notice of and conduct a meeting for six months.
- 15.2 The Austin City Clerk and County Executive Emergency Services shall send written notice to the Austin City Council and the Travis County Commissioners Court of the board's failure to convene for six months. The city clerk shall make a recommendation to the Austin City Council on whether to continue the board within 60 days of receiving notice under this subsection. The County Executive Emergency Services shall make a recommendation to the Travis County Commissioners Court on whether to continue the board within 60 days of receiving notice under this subsection. The board shall not be dissolved unless both the Austin City Council and the Travis County Commissioners Court vote to dissolve it.

## **16 ANNUAL INTERNAL REVIEW AND REVIEW REPORT.**

- 16.1 Each calendar year, the board chair must conduct an internal review of the board and prepare an internal review report using the template provided by the staff liaison. The internal review report must be filed with Austin – Travis County EMS department by March 31 of each year.
- 16.2 The report must include the following:
  - 16.2.1 a statement of the board's mission and a description of the board's actions in furtherance of that mission during the previous calendar year; and
  - 16.2.2 the board's goals and objectives for the new calendar year.

## **17 DISSOLUTION.**

- 17.1 The Austin City Council or Travis County Commissioners Court may vote to dissolve the board at any time.
- 17.2 If abolished by the Austin City Council and the Travis County Commissioners Court, the board may continue in existence for a period not more than 30 days after the effective date of the last action to dissolve, for the limited purpose of making recommendations to the City Council and Commissioners Court on the conclusion of matters pending before the board.

## **18 RULES OF ORDER.**

- 18.1 Each person and board member attending a board meeting should observe decorum. A person or board member should not speak out of turn, use disparaging or abusive language, or make threats of violence against any other person during a board meeting.
- 18.2 The presiding officer:
  - 18.2.1 should maintain order;
  - 18.2.2 should exercise the officer's authority impartially; and
  - 18.2.3 may shorten a person's speaking time or ban a person from speaking for the duration of a meeting only for a violation of decorum set out in this section.