

**INTERLOCAL AGREEMENT
BETWEEN
TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 2
AND CITY OF PFLUGERVILLE
FOR EMERGENCY MEDICAL SERVICES**

This Agreement is entered into by the following parties:

Travis County Emergency Services District No. 2 ("District"), a political subdivision of the State of Texas, and the City of Pflugerville, a home-rule municipality and political subdivision of the State of Texas ("City").

RECITALS

When the creation of Travis County Emergency Services District No. 17 was considered by the voters in an election, the voters in the portions of the following areas within Travis County Emergency Services District No. 2 were not allowed to vote in the election due to the actions of the applicable city governments:

1. City of Pflugerville and the portions of the City of Pflugerville's extraterritorial jurisdiction;
2. Portions of City of Round Rock's extraterritorial jurisdiction; and
3. Portions of City of Hutto's extraterritorial jurisdiction.

Because these areas were not included in the election to create Travis County Emergency Services District No. 17 and these areas remain in the District, the District remains authorized to provide emergency medical services in these areas. The District has contracted with the County to provide ambulance transport and advanced life support emergency medical services within the portions of the City of Pflugerville's extraterritorial jurisdiction, the portions of City of Round Rock's extraterritorial jurisdiction, and the portions of City of Hutto's extraterritorial jurisdiction within the District. In addition, the District has contracted with Travis County Emergency Services District No. 17 to provide services within its area.

The District and the City desire to enter into an agreement for the City to compensate the District for and the District to provide, within the portions of the city limits of the City located in the District, ambulance transport and advanced life support emergency medical services for the City.

AGREEMENT

1. 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 shall make those payments from current revenues available to that party.

2. Scope of Work.

The District shall provide Emergency Medical Services (“EMS”) within the Service Area seven (7) days a week, twenty-four (24) hours a day, three hundred sixty-five (365) days each year as stated in Attachment A (“Scope of Work”).

3. Term of Agreement.

3.1. The term of this Agreement begins on July 1, 2024, and ends on September 30, 2028.

3.2. The City, by action of the City Council and with prior written notice to the District at least 180 days prior to the expiration of the Agreement, may extend this Agreement for two (2) additional one (1)-year terms beginning on October 1, 2028 unless earlier terminated pursuant to Section 21.

4. Performance Standards and Quality Assurance

The District shall maintain performance standards and quality assurance as outlined in Attachment B and illustrated in Exhibit B-1 and B-2. If the District's performance falls below these standards, the District shall initiate an analysis of its performance compared with what is stipulated in Attachment B and develop and implement improvements as determined by its analysis.

5. General Obligations of Parties

5.1. The City shall not have the following general obligations under this Agreement:

5.1.1. The City has no obligation to provide to or for the District any facilities, station houses, quarters, ambulances or other vehicles, staff, EMS or other personnel.

5.1.2. The City is NOT responsible for or a guarantor of payment of any patient fees to District for any reason.

5.2. The District has the following general obligations under this Agreement in addition to the specific obligations and responsibilities set forth throughout this Agreement:

5.2.1. The District shall maintain consistent and effective communication, including voice radio and computer-aided dispatch, with all relevant public safety and first-responder organizations in the region with whom it may be necessary or appropriate to interoperate for delivery of EMS.

5.2.2. The District shall, at its own cost, maintain all of its EMS and First Responder Operations (“FRO”) stations and facilities, 911 Dispatch infrastructure, MICUs, ALS vehicles, EMS equipment, communications equipment, and facilities.

5.2.3. The District shall inform the City in writing of any Department of State Health Services (“DSHS”) investigation, DSHS complaint, DSHS default, or DSHS disciplinary action affecting the District or any of the District’s EMS personnel provided under this Agreement. This written notice shall be delivered to the Director of Emergency Services and shall be delivered not later than five (5) business days after the District is formally or informally notified of such matter. The District shall do its best to safeguard protected health information in its written notice.

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 the District and the City and incorporated into this Agreement. It is acknowledged that no officer, agent, employee or representative of the City or the District has any authority to change the provisions of this Agreement or any attachments to it unless expressly granted that specific authority by the City Council or District’s Board, as applicable.

7. Invoicing and Payment Method for the City Agreement Fee.

7.1. IRS Form W-9.

The District shall provide the City 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.

7.2. Amount Payable by City.

The annual Total Agreement Fee shall be as set forth in Attachment C. Unless otherwise agreed by the City and the District, the Total Agreement Fee for each subsequent year shall be increased by 2.5% annually.

7.3. Billing Instruction.

The District shall submit a billing statement for the semi-annual portion of the Total Agreement Fee due as stated in Attachment C to the City's Director of Emergency Services between the first (1st) and fifteenth (15th) day calendar months September and March each year for the current term beginning after the execution of this Agreement and during any extension of this Agreement, if amended. All billing statements shall include following information:

7.3.1. The 6-month period covered;

7.3.2. The portion of the Total Agreement Fee for the current term due for the previous 6-month period as stated in Attachment C; and

7.3.3. A copy of Attachment C as supporting documentation.

7.4. Payments by the City.

The City shall pay the District by electronic funds transfer 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 Subsection 7.3.

8. Request for Additional Services or Additional Compensation.

If unforeseen circumstances arise or resources beyond the Scope of Work are needed, this Agreement may be amended in compliance with Section 6. The cost associated with providing the increased Scope of Work are to be negotiated by the Fire Chief of the District, or their designee and the Director of Emergency Services, or their designee and are subject to approval by the City Council of the City and the District's Board.

9. Maximum Funds.

The maximum amount for any term may only be changed by the express written approval of that specific amount by the City Council.

10. Confidentiality.

The parties are required to comply with local, state, and federal laws relating to Confidential Information. The parties maintain sufficient safeguards to prevent release or disclosure of any Confidential Information obtained through the provision of Services

under this Agreement unless disclosure is allowed or required by local, state, or federal laws.

11. Records Retention.

- 11.1. The District retains records in accordance with the Records Retention Schedule established by the District and other applicable state and federal statutes and regulations governing medical, mental health, and substance abuse information.
- 11.2. Unless specifically requested in accordance with applicable Health Insurance Portability and Accountability Act (“HIPAA”) requirements and established procedures, the District does not provide any protected health care information, which may include patient care records, to the City.

12. Patient Billing and Collection Services.

12.1. Billing.

- 12.1.1. The District may invoice ground ambulance patients for the Services provided to those patients and keep all revenues collected as a result of such invoicing. The District shall provide the City with a schedule of any fees for the Services rendered by the District within the Service Area within thirty (30) days of the Effective Date of this Agreement.
- 12.1.2. The District may adjust rates for the Services provided to ground ambulance patients. The District shall give written notice of the time and amount of any rate change to the City at least thirty (30) days before implementation of the change.
- 12.1.3. If the District invoices any ground ambulance patients for Services, the District shall invoice them in a non-discriminatory manner, and in accordance with all applicable state and federal law, including Medicare regulations.

12.2. Priority of Care

- 12.2.1. The District shall always give higher priority to patient care and compliance with EMS protocols established by the District than to consideration or the availability of EMS fees.
- 12.2.2. For Medicare recipients in the Service Area, the District may accept Medicare assignments for Medically Necessary transports, as determined by Medicare guidelines, and pursue collection of Medicare required co-payments. If Medicare determines that transportation was

not Medically Necessary, the individual transported shall be charged a fee in accordance with the then current District fee schedule, except to the extent such charges are prohibited by federal or state law or another lawful exception applies.

13. Audit.

The City has the right to conduct an annual financial and compliance audit of the District's performance under this Agreement in compliance with generally accepted auditing standards and procedures for governmental organizations. The District permits authorized representatives of the City to audit its records that relate to this Agreement. Subject to compliance with laws related to Confidential Information, the District permits authorized representatives of the City to obtain copies of any documents, materials, or information necessary to facilitate these audits.

14. Inspections.

The District permits authorized City personnel 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.

15. Monthly Service Area Report.

The District shall provide a Service Area Report by the 10th (tenth) business day of the following month. The Service Area Report shall include monthly totals for:

15.1. Number of Number of Patients Transported by Call Type.

15.2. Medical Priority Assignments for Transports.

15.2.1. Priority 1

15.2.2. Priority 2

15.2.3. Priority 3

15.2.4. Priority 4

15.2.5. Priority 5

15.3. Time Intervals.

15.3.1. Call Received

15.3.2. Dispatched

15.3.3. Responding

15.4. Missed Calls by Date and Time with Reason Missed.

16. Collaboration with Response Agencies.

The District coordinates joint responses with other public safety agencies and FROs in accordance with the National Incident Management System (“NIMS”).

17. Utilization of ALS and BLS Alternate Response Vehicles.

17.1. District may use alternate ALS response personnel, vehicle configurations to provide ALS services within the District to improve patient access to ALS care, to reduce unnecessary ambulance response and transport, and to facilitate a more integrated and cooperative emergency medical services system.

17.2. District may use BLS ambulances or other BLS personnel and vehicle configurations to provide the most appropriate response needed for the patient's condition.

18. City Liability for Harm.

18.1. District Assumption of Risk Related to Third Party Claims.

The City is not liable to the District for any claims, damages, or attorneys' fees arising from the District's Scope of Work under this Agreement.

18.2. Joint Liability.

For any claims, damages and attorney fees arising from the intentional acts or negligent or wrongful acts or omissions of City employees in relation to their obligations as described in this Agreement, if both parties are liable, the City is only 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 the City as determined by the court adjudicating the matter or as agreed in any settlement.

18.3. Workers Compensation.

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

19. District Liability for Harm and Insurance Coverage.

19.1. City Assumption of Risk Related to Third Party Claims.

The District is not liable to the 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. However, if any District official or employee suffers any injury while

on duty that is compensable under the Workers Compensation laws, the District is responsible for the loss under its Workers Compensation insurance coverage.

19.2. Joint Liability.

For any claims, damages and attorney fees arising from the intentional acts or negligent or wrongful acts or omissions of District employees in relation to their obligations as described in this Agreement, if both parties are liable, the District is 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 the District as determined by the court adjudicating the matter or as agreed in any settlement.

19.3. Cancellation

The District shall not cancel or change to restrict any required Insurance Coverage, including Worker's Compensation without at least sixty (60) calendar days' advance written notice to the City.

19.4. Delivery of Certificates of Coverage

The District shall provide certificates of coverage to the City within ten (10) days after the execution of this Agreement. The District shall also provide the City with certificates of renewal for policies that are renewed during the term of this Agreement, and new certificates of coverage for any policies replaced or modified during the term of this Agreement.

19.5. The District shall provide and maintain at least the following types of insurance with the following minimum limits of liability (collectively, the "Insurance Coverage") at all times during the term of this Agreement:

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
(1) Worker's Compensation	Statutory
(2) Commercial General Liability Including Blanket Contractual Damage Liability	Bodily Injury and property Combined Limits of: \$1,000,000.00 Each Occurrence and \$3,000,000.00 Aggregate

(3) Ambulance Malpractice	Bodily injury and Property \$1,000,000.00 each occurrence and \$1,000,000.00 Aggregate
(4) Automobile Liability	Bodily injury and Property Damage Combined Single Limit of \$1,000,000.00 each occurrence and \$1,000,000.00 Aggregate
(5) Uninsured/Underinsured Motorist	Statutory

19.6. Notice of Claims

Whenever any legal claim arises against the District, the District shall promptly notify the City of the claim and, when known, the facts constituting the basis for such claim and do its best to safeguard protected health information. In the event of any such claim, the written notice shall specify, if known, the amount or an estimate of the amount of the liability arising therefrom and shall be delivered not later than five (5) business days after the District is formally or informally notified of such claim.

20. **Terms & Conditions.**

20.1. Federal and State Laws, Rules and Ordinances.

The parties shall comply with all applicable federal and state constitutions, statutes, rules and regulations in the performance of this Agreement. Additionally, the District shall take all reasonable steps as set forth by the Office of Inspector General, United States Department of Health and Human Services, as well as the Texas Office of Inspector General, DSHS, to ensure that it does not employ individuals who have been excluded from participation in federal or Texas state health care programs.

20.2. Applicable Law and Venue.

The laws of the United States of America and of Texas govern this Agreement. All obligations under this Agreement are performable in Travis County, Texas, with venue lying in Travis County.

20.3. Severability.

If any provision of this Agreement is held to be unenforceable, illegal or invalid by a court of competent jurisdiction, the remainder of the Agreement shall continue to have full force and effect and is not impaired or invalidated by that holding.

20.4. Immunity Not Waived.

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

20.5. Non-Waiver.

Any omission to enforce any provision of this Agreement by either party and any payment made in compliance with this Agreement is not 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 is not interpreted as a waiver of the right or privilege. Exercise of any right or remedy does not impair, prejudice, or preclude the exercise of any other right or remedy under this Agreement.

21. Breach of Agreement, Dispute Resolution, and Terminations.

21.1. Notice to Cure.

Except as otherwise provided in this Agreement regarding breaches involving non-payment, there is no remedy for breach of this Agreement before notice in compliance with Subsection 22.1 and opportunity to cure as specified in Subsection 21.4.

21.2. Failure to Pay.

The City may not withhold payment due to the District under this Agreement of funds in its possession related to this Agreement by way of set off, pending final resolution of the dispute.

21.3. Mediation.

If a difference arises about performance under this Agreement, the objecting party notifies the other party of the difference in compliance with Subsection 22.1, and the other party does not resolve the differences to the satisfaction of both parties within sixty (60) days after the date of the notice, the parties may go to mediation to resolve their difference. Notwithstanding the foregoing, this Subsection 21.3 shall not apply if the City fails to pay the District fees properly due and payable 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 chooses a mediator within ten (10) business days

of the date they agree to mediate. If the District and the City choose different mediators, then the two chosen by the District and the City will together choose a third person who is the sole mediator. Representatives of each party shall meet with the mediator in Austin at mutually agreed upon time(s). The location is chosen by the mediator. The costs of mediation are shared equally by the parties. Unless both parties are satisfied with the results of the mediation, the mediation does not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall 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 does 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.

21.4. Material Default for Termination for Cause.

21.4.1 The following are deemed to be a material default by the District if they occur:

21.4.1.1 The District fails to perform or observe any of the material terms or conditions of this Agreement, specifically the delivery by the District of the EMS described in Attachment A and contemplated by this Agreement, or repeated failure to cure deficient Response Times as illustrated in Exhibit B-1;

21.4.1.2 The District is dissolved following a public election pursuant to the TEXAS HEALTH & SAFETY CODE; or

21.4.1.3 The District files a petition in bankruptcy or a receiver, trustee, or similar official is appointed for the District or the District's property.

21.4.2 If the City fails to pay the semi-annual fee as set forth in Subsections 7.2, 7.3 and 7.4 of this Agreement, that failure is deemed to be a material default by the City.

21.5. Termination for Material Default.

Before exercising any rights under this Subsection 21.5, the non-breaching party shall comply with the mediation requirements in Subsection 21.3, provided that these mediation requirements do not apply to the failure of the City to pay the District 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 in this Agreement. The non-breaching party provides written notice in compliance with Subsection 22.1 to the other party describing the breach and the

effective date of termination. Upon receipt of this notice, the party in breach has 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 results 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.

21.6. Termination without Cause.

Either party may terminate this Agreement at any time, with or without cause, by providing the other party with at least one hundred and eighty (180) days prior written notice sent in compliance with Subsection 22.1. Written notice may be sent by any method that provides verification of receipt, and the one hundred eighty (180) days is calculated from the date of receipt of the notice.

21.7. Termination as a Result of Election.

If either of the following occur, the District may terminate this agreement by giving at least twenty (20) days prior written notice to the City:

21.7.1. The District is required to reduce the ad valorem tax rate of the District because of a petition of the qualified voters of the district under TEXAS HEALTH & SAFETY CODE Section 775.075 and the result of the subsequent election requires the reduction; or

21.7.2. The District is required to either abolish or reduce the rate of the District's sales and use tax because of a petition of the qualified voters of the district under TEXAS HEALTH & SAFETY CODE Section 775.0752 and the result of the subsequent election requires the abolishment or reduction.

21.8. Judicial/Legislative Termination.

If any of the following events occur, the City and the District agree to exert their best efforts to agree on an alternative agreement in conformance with any that opinion, judgment, or legislative enactment, and if that does not succeed, either the City or the District may terminate this Agreement by giving at least twenty (20) days prior written notice:

21.8.1 The Attorney General of Texas renders an official opinion that voids, modifies, or otherwise affects any material provision in this Agreement;

21.8.2 A court of competent jurisdiction issues a judgment or ruling that voids, modifies, or otherwise affects any material provision of this Agreement; or,

21.8.3 A duly authorized statute, law, rule, or regulation is enacted by a governing legislative authority in such a manner that could reasonably jeopardize the taxing or other authority of either the City or the District, or otherwise modifies, voids, or affects this Agreement.

22. Notices.

22.1. Procedure for Notice.

All notices required under this Agreement are to be in writing. Notices are 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 or upon actual delivery if by personal delivery. Each party may change its address for notice by giving notice of the change in compliance with the requirements of this Section and delivering the notice to the parties set forth in Subsections 22.2 and 22.3 Notices related to performance are handled in accordance with Attachment B.

22.2. Address of the City.

The address of City for all purposes under this Agreement is:

If by Mail

If by Personal Delivery

Accounts Payable, City of Pflugerville P.O. Box 589 Pflugerville, Texas 78691	Accounts Payable, City of Pflugerville 100 East Main St. Suite 100 Pflugerville, Texas 78660
City Manager City Of Pflugerville P.O. Box 589 Pflugerville, Texas 78691	City Manager City Of Pflugerville P.O. Box 589 Pflugerville, Texas 78660

22.3. Address of the District.

The address of the District for all purposes under this Agreement is:

If by Mail or Personal Delivery

Rico Reyes, Board President Travis County Emergency Services District #2 203 East Pecan Street Pflugerville, Texas 78660	Fire Chief Travis County Emergency Services District #2 203 East Pecan Street Pflugerville, Texas 78660
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22.4. Change of Address.

The parties may change their addresses for notice by sending notice of the change in compliance with Subsection 22.1.

23. **Miscellaneous Clauses.**

23.1. Non-Discrimination.

The District and the City 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 District or of the City.

23.2. Independent Contractors, No Agency.

The parties to this Agreement are independent contractors. An official or employee of one party is not to be interpreted 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 written consent of the other party. Neither the District nor any of the District's employees will be considered an employee, partner, joint-venturer, nor agent of the City, nor does the District gain any rights against the City pursuant to the City's personnel policies. The City will not pay the District or District's employees any customary City benefits, including but not limited to FICA, payroll taxes, Worker's Compensation, health or retirement benefits, sick leave or vacation or holiday pay. 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 District's Board or the City Council, as applicable.

23.3. Force Majeure.

Neither party is liable nor is 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 must give written notice to the other party and 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 obligations under this Agreement to the fullest extent possible taking into consideration the limitations caused by the event or condition of Force Majeure.

23.4. 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 official, 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.

23.5. Number and Gender.

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

23.6. Headings.

Headings may not be considered in the interpretation of this Agreement .

23.7. 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 City and the District.

23.8. Survival of Terms.

If this Agreement is terminated, the City's obligations under Attachment C and Subsections 7.2 through 7.4 survive the termination until District has been satisfied in full for the period before the date of termination. If this Agreement is terminated, District's obligations under Sections 13 and 14 for the final term survive the termination until City has been satisfied in full. In addition, if this Agreement is terminated, each party's obligations under the following subsections survive the termination until the other party has been satisfied in full: all of 10, all of 11, all of 15, all of 20, 21.2, 22.1, 22.2, 22.3, 23.1, 23.2, 23.7, 23.8, all of 24, and all of 25.

24. **Definitions.**

24.1. Words and phrases that are defined by the TEXAS HEALTH & SAFETY CODE, Chapters 773 and 775, and the Texas Administrative Code (“TAC”), Title 25, Part 1, Chapter 157: All words and phrases used in this Agreement which are defined in Chapters 773 or 775 of the TEXAS HEALTH & SAFETY CODE or TAC, Title 25, Part 1, Chapter 157 shall have the definitions and meanings provided by the respective TEXAS HEALTH & SAFETY CODE Chapters, or TAC Chapter, unless otherwise indicated in this Agreement.

24.2. In this Agreement:

- 24.2.1 "911 Dispatch" means the Fire and EMS Dispatch for Austin/Travis County operating on Greater Austin/Travis Regional Radio System which is received through a stereo broadcast with fire automated dispatch (Locution) on left channel and fire/EMS primary/tactical on right channel.
- 24.2.2 "ALS" means Advanced Life Support.
- 24.2.3 "BLS" means Basic Life Support.
- 24.2.4 "City" means the City of Pflugerville, Texas
- 24.2.5 "City Council" means the City Council of the City.
- 24.2.6 "Confidential Information" means the personal and private information like patient records that are made confidential by local, state, and federal laws such as the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009, 45 Code of Federal Regulations, Part 164, and the privacy provision of the Texas Health and Safety Code.
- 24.2.7 "CPI" means the Consumer Price Index value for all urban consumers (all items included) (CPI-U) for the nearest available metropolitan area, from the Department of Labor's Bureau of Labor Statistics.
- 24.2.8 "County" means County of Travis, a corporate and political subdivision of Texas.
- 24.2.9 "Director of Emergency Services" means the individual designated by the City Council to perform the management and administrative duties of City under this Agreement.
- 24.2.10 "District" means Travis County Emergency Services District Number 2.
- 24.2.11 "Fire Chief" means the District Fire Chief or his designee.
- 24.2.12 "First Responder EMS" means providing on-scene patient care to the ill and injured persons and until an ambulance arrives to transport those persons.
- 24.2.13 "Health Care Facility" means a hospital or a freestanding emergency medical care facility, as defined by TEXAS HEALTH & SAFETY CODE, Section 254.001, including a freestanding emergency medical care facility

that is exempt from the licensing requirements of TEXAS HEALTH & SAFETY CODE, Chapter 254, under Section 254.052(8).

- 24.2.14 "Initial Term" means the term beginning on July 1, 2024, and ending on September 30, 2028.
- 24.2.15 "MICU" means mobile intensive care unit.
- 24.2.16 "MICU Ambulance" means when response-ready or in-service, ambulances operating at the MICU level shall be staffed at a minimum with one EMT Basic and one certified or licensed EMT-Paramedic.
- 24.2.17 "MICU Capable Ambulance" means when response-ready or in-service below MICU with two emergency care attendants, an ambulance that is fully equipped to be a MICU Ambulance unit when staffed by at least a certified or licensed paramedic and at least an EMT.
- 24.2.18 "Medically Necessary" shall have the meaning assigned to such term in applicable Medicare regulations and guidelines.
- 24.2.19 "Response Time" means the total elapsed amount of time between the time the 911 Dispatch personnel have alerted District personnel in accordance with 911 Dispatch Protocol, and the time the initial District responding unit arrives upon the scene of the EMS incident.
- 24.2.20 "Service Area" means the area within both the City of Pflugerville city limits and the District.
- 24.2.21 "Services" means ambulance transport and advanced life support emergency medical services that are provided to deliver emergency medical care with the delivery of clinical excellence, performance reliability, economic efficiency, and customer satisfaction to City seven days a week, twenty-four hours a day, and every day of each year as stated in Attachment A.
- 24.2.22 "Agreement Fee" means the total amount due to District and payable by City annually for Services provided to City during the twelve-month period that begins October 1 and ends on the following September 30 for each year this Agreement is in place, further described in Attachment C.

25. 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:

25.1. Attachment A - Scope of Work

25.2. Attachment B - Performance Standards and Quality Assurance
25.2.1 Exhibit B-1 Response Time Map

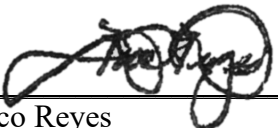
25.3. Attachment C - Fees Payable

26. **DUPLICATE ORIGINALS:** This Agreement may be executed in duplicate originals.

27. **EFFECTIVE DATE:** This Agreement is effective on July 1, 2024.

**Travis County Emergency Services District
Number 2**

City of Pflugerville, Texas

By: 

Rico Reyes
District President

By: _____
Victor Gonzales
Mayor

05/26/2024

Date

Date

ATTACHMENT A SCOPE OF WORK

The District and the City acknowledge that it is of critical importance that the District and the City of Austin EMS Department seamlessly collaborate to provide emergency medical services to the people of Travis County in accordance with the National Incident Management System (NIMS).

The District provides emergency medical care 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. More specifically, the District is responsible for the following processes and services:

Emergency Response - Emergency response includes responding to emergencies with staffed ambulances or other resources, such as Paramedic Response Units, Supervisory Units, Alternative Transport Units including the staffing necessary to deliver emergency medical care to patients in a broad range of circumstances and locations twenty-four (24) hours a day, throughout the year.

Patient Assessment and Care - Patient Assessment and Care includes District medical personnel conducting medical assessments and providing medical care to patients requesting assistance according to established standards.

Medical Transportation - Medical Transportation includes the District providing patients continuous medical care while transporting them to the most appropriate location for their medical needs.

In General:

The District shall provide prompt, effective, and professional ALS and Ambulance transport services - as called for under this Agreement - throughout the Service Area on a twenty-four (24) hours a day, seven (7) days a week basis, fifty-two (52) weeks per year. The District shall (i) provide First Responder EMS at the ALS level as is Medically Necessary; (ii) provide ALS EMS to evaluate, render treatment, and stabilize the patient to the best extent feasible; and (iii) transport patients to a designated hospital emergency room or other appropriate medical facility from scene or location of a 911 dispatched call and otherwise from an area where injury or illness has occurred.

Personnel:

The District shall employ and have available at all times on-duty qualified EMS personnel to meet the response time standards and level of EMS delivery described in this Agreement.

The District shall ensure that all Services under this Agreement are provided by EMS personnel who hold proper and current Texas EMS provider certificates and/or licenses, and driver's licenses necessary to perform their EMS assigned duties throughout the term of this Agreement. The District shall provide a roster of its personnel and license, certification and accreditation

information to the City within thirty (30) days of the Effective Date. The District shall update the roster listing every six (6) months.

The District shall ensure all EMS personnel are hired, fired, and disciplined by the District in accordance with all prevailing collective bargaining agreements and other employment agreements and standard protocols prevailing in the District.

The District shall ensure professional conduct and appearance of all District officers and EMS personnel.

Communications between 911 Dispatch and the District and its responding units shall be in accordance with the prevailing dispatch and communications protocols between the 911 Dispatch and District and using equipment suitable for integration with the 911 Dispatch technology.

The District shall maintain all necessary licenses from the Texas Department of State Health Services to perform ALS EMS and ambulance transport at the levels required under this Agreement.

The District shall appoint and maintain a contractual relationship with a licensed physician (M.D. or D.O.) as its Medical Director. The Medical Director shall be responsible for establishment, revision, and the adequacy of the District medical protocols.

First Responder EMS at the ALS Level:

The District shall provide First Responder EMS at the ALS level and routinely respond to medical emergency situations requiring ALS care utilizing personnel who are certified by the Texas Department of State Health Services to provide ALS care.

The District shall provide, maintain, and service appropriate vehicles, medical supplies, medical equipment, and communications equipment necessary to provide First Responder EMS at the ALS level.

Ambulance Transport Service:

The District shall provide ambulance transport within the Service Area using MICU Ambulances to transport patients to a designated hospital emergency room or other appropriate medical facility regardless of the patient's ability to pay.

The District shall not respond to a 911 medical Dispatch call using a MICU Capable Ambulance unless an emergency medical technician-paramedic ("EMT-P") is able to meet the responding MICU Capable Ambulance at the scene, or a MICU Ambulance from another District station or a Mutual Aid responder is simultaneously dispatched.

Ambulances:

The District shall provide no fewer than three (3) MICU Ambulances and no fewer than three (3) MICU Capable Ambulances at all times. District shall maintain all such MICU Ambulances, or MICU Capable Ambulances, and EMS equipment in good working order.

The following items shall be present on each District MICU Ambulance and MICU Capable Ambulance, respectively, as provided under TAC, Title 25, Part 1, Chapter 157, Section 15.7.11 and as said rule may be amended from time to time:

(1) BLS Equipment:

- (A) oropharyngeal airways,
- (B) portable and vehicle mounted suction,
- (C) bag valve mask units, oxygen capable,
- (D) portable and vehicle mounted oxygen,
- (E) oxygen delivery devices,
- (F) dressing and bandaging materials,
- (G) commercial tourniquet,
- (H) rigid cervical immobilization devices,
- (I) spinal immobilization devices,
- (J) extremity splints,
- (K) equipment to meet special patient needs,
- (L) equipment for determining and monitoring patient vital signs, condition or response to treatment,
- (M) pharmaceuticals, as required by medical director protocols,
- (N) An external cardiac defibrillator appropriate to the staffing level with two sets of adult and two sets of pediatric pads,
- (O) A patient-transport device capable of being secured to the vehicle; and
- (P) An epinephrine auto injector or similar device capable of treating anaphylaxis.

(2) ALS Equipment:

- (A) all required BLS equipment,
- (B) advanced airway equipment,
- (C) IV equipment and supplies,
- (D) pharmaceuticals as required by medical director protocols, and
- (E) Wave form capnography or state approved carbon dioxide detection equipment shall be used when performing or monitoring endotracheal intubation.

(3) MICU Equipment:

- (A) all required BLS and ALS equipment,
- (B) transmitting 12-lead capability cardiac monitor/defibrillator, and
- (C) pharmaceuticals as required by medical director protocols.

(4) ALS with MICU Equipment:

- (A) all required ALS equipment, even when in service or response ready at the MICU level, and
- (B) all MICU equipment, when in service or response ready at the MICU level.

Maintenance:

The District shall consistently maintain its MICU Ambulances, MICU Capable Ambulances, and EMS equipment. The District shall comply with the uniform motor vehicle standards for authorized emergency vehicles and the standards promulgated by the Texas Department of State Health Services.

Station and Ambulance Locations:

MICU Ambulances, MICU Capable Ambulances, EMS equipment, and EMS personnel shall be at station locations in or near the Service Area so as to meet the best possible Response Times throughout said territory.

The District grants the City the right to inspect the District facilities located in or serving the Service Area from time to time to ensure the facilities are in proper repair and being appropriately maintained.

ATTACHMENT B
PERFORMANCE STANDARDS & QUALITY ASSURANCE

Response Times and Reporting

In Attachment B-1:

"Time call received" means the time at which Dispatch accepts a 911 call notification, acquires a call-back number, and identifies a patient location and the nature of the event.

"En Route Time" means the total elapsed amount of time between the time that the District personnel acknowledge to 911 Dispatch in accordance with 911 Dispatch Protocol that they have begun to travel towards the location given by 911 Dispatch and the time at which the first District vehicle has arrived at the location given by 911 Dispatch.

"On Scene Time" means the total elapsed amount of time between the time at which the first District vehicle has arrived at the location given by 911 Dispatch and the time at which the final District vehicle departs the location given by 911 Dispatch to transport the patient to a designated hospital emergency room or other appropriate medical facility.

"Transport Time" means the total elapsed amount of time between the time the District vehicle departs the location given by 911 Dispatch to transport the patient (or the first patient of a multi-patient incident) and the time the District vehicle transporting the patient arrives at a designated hospital emergency room or other appropriate medical facility.

"Total Response Time" means the total elapsed amount of time between the time the 911 Dispatch personnel have alerted District personnel in accordance with 911 Dispatch Protocol, and the time the District vehicle transporting the patient arrives at a designated hospital emergency room or other appropriate medical facility.

The District shall respond to all 911 Dispatch EMS calls in the Service Area in accordance with the Response Times, En Route Times, On Scene Times, Transport Times and Total Response Times set forth in the Response Time map and grid attached hereto as "Exhibit "B-1" at least 90% percent of the time.

The City shall evaluate the Total Response Times semi-annually (February and July) to ensure that they continue to be reasonable and meet or exceed the average EMS responding times promulgated under National Fire Protection Association (NFPA) Standard 1710, as revised from time to time.

The District shall provide the City a monthly report of Total Response Times to be delivered by the 10th of the month after the month being reported on. All times shall be reported in hours, minutes, and seconds. The District shall include an explanation for any such delayed response. Such monthly reports shall also include the number of disregarded calls, Mutual Aid calls made and received; the number of patient assessments without a transport; the number of transported patients, with a listing of all hospital emergency rooms or other appropriate medical facilities utilized, and the number of patients for each; and a breakdown of call type, such as cardiac, trauma, or psychological.

The City shall determine quarterly if the District is meeting the minimum Response Time standards. If the City determines that the District has not met the Response Time standards established in the attached Response Time map and grid, the City shall notify the District of such determination and the District shall promptly take all steps necessary to remedy the deficiency. Consistent deficiency in meeting the Response Time standards shall constitute grounds for the City to declare a default under this Agreement.

The District performs the Scope of Work stated in Attachment A and executes performance to the standards defined below.

Performance Reporting:

The District provides the Director of Emergency Services or designee a monthly Performance Indicator Report as required in Subsection 15.1 containing a summary of performance and any notes related to improvement strategies. The Performance Indicator Report is provided after the 10th (tenth) business day each month.

Monthly Summary

Summary Item	Description	Monitoring Method
Incidents in the District	Count of incidents that occur in the District combined	Run Chart updated by 10th business day each month
Incidents stratified by the District	Count of incidents that occur in the District shown separately	Run Chart updated by 10th business day each month
Responses in the District	Count of responses that occur in the District	Run Chart updated by 10th business day each month
Responses stratified by the District	Count of responses that occur in the District	Run Chart updated by 10th business day each month

Key Result Area: Emergency Response:

ATTACHMENT B1- Response Time Map

Aggregate Overall Response Time

<p>Overall response time is an aggregate measure of emergency response priorities in the City and measures the percentage of cases to which EMS arrived within the time interval starting with 911 phone pick-up and ending with arrival on scene. Time interval targets for the purpose of calculating the aggregate overall response time are listed below</p> <p style="text-align: center;"> Clock Stopper Priority 1 – 11:59 Priority 2 – 13:59 </p> <p style="text-align: center;"> Transport Arrival Priority 1 – 3:59 Priority 2 – 15:59 </p>					
Indicator	Desired Outcome	Standard	Acceptable Variation	Monitoring Method – ATCEMS Performance Dashboard	Improvement Actions
City Overall On- Time Rate	Arrive quickly to EMS calls with ambulances or other resources described in Section 19.	≥ 90% to the aggregate of all response time priorities - overall response time.	Reliability may not fall more than 0.5% below the standard of 90% for two consecutive months or any three months in a year.	Run Chart updated by 10th business day each month	Reliability of less than 0.5% may result in an Improvement Plan, at the discretion of the City, when it occurs for two consecutive months or any three months in a year.

ATTACHMENT B2 - Clinical and Safety Metrics

The District shall report to the City its rate of compliance with [the](#) following clinical and safety metrics on a monthly basis.

NEMSQA & NHTSA Measures (National EMS Quality Alliance)

1. Hypoglycemia-01 Treatment Administered for Hypoglycemia
2. Pediatrics-01 Pediatric Respiratory Assessment
3. Pediatrics-02 Administration of Beta-Agonist for Pediatric Asthma
4. Pediatrics-03-Documentation of Estimated Weight in Kilograms
5. Safety-01-Use of Lights and Sirens During Response to Scene
6. Safety-02-Use of Lights and Sirens During Transport
7. Seizure-02 Patient Received Intervention
8. Stroke-01 Suspected Stroke Receiving Prehospital Stroke Assessment
9. Trauma-01-Injured Patients Assessed for Pain
10. Trauma-03 Effectiveness of Pain Management for Injured Patients
11. Trauma-04 Trauma Patients Transported to Destination Type
12. (NHTSA 6.1, 6.2, 6.3) Pain Intervention Assessment
13. (NHTSA 6.4) Pain Intervention
14. (NHTSA 7.0) 12-Lead ECG Performance
15. (NHTSA 8.0) Chest Pain - Aspirin Administration

ATTACHMENT C
FEES PAYABLE

The portion of the FY24-25 Agreement Fee identified below is the total semi-annual fee payable by the City to the District for the Services.

The negotiated annual Agreement Fee for FY 2025 (Oct. 1, 2024 – Sept. 30, 2025) is \$1,900,000. The negotiated portion of the Agreement Fee for the three months of performance in FY 2024 (July 1, 2024 – Sept. 2024) is \$475,000.

The City shall pay the Agreement Fee to the District in equal semi-annual installments, payable as described in Section 7.

The fee for the remainder of FY2024 (July 1, 2024 through September 30, 2024) is \$475,000, equaling one-fourth (1/4) of the negotiated Agreement Fee for FY 2025, and is payable by the City to the District for the Services not later than July 15, 2024.

The Agreement Fee for each year will increase by 2.5% each fiscal year following the FY 2025 fiscal year until this Agreement terminates.