

**AGENDA
CITY OF WINDCREST, TEXAS
SPECIAL CITY COUNCIL MEETING**

August 1, 2011

7:00 P.M.

NOTICE IS HEREBY GIVEN THAT A SPECIAL WINDCREST CITY COUNCIL MEETING WILL BE HELD AT WINDCREST CITY HALL, 8601 MIDCROWN, WINDCREST, TEXAS ON THE 1ST DAY OF AUGUST 2011 STARTING AT 7:00 P.M. DURING THE MEETING THE FOLLOWING SUBJECTS WILL BE CONSIDERED AND THE COUNCIL MAY TAKE ACTION ON ANY OF THE LISTED SUBJECTS.

THE CITY COUNCIL RESERVES THE OPTION TO RECESS THE MEETING DURING THE EVENING OF AUGUST 1, 2011 AND TO RECONVENE THE MEETING ON THE FOLLOWING DAY, AUGUST 2, 2011 AT 9:00 A.M. AT THE WINDCREST CITY HALL, 8601 MIDCROWN, WINDCREST, TEXAS.

IT IS ANTICIPATED THAT MEMBERS OF OTHER CITY BOARDS, COMMISSIONS AND COMMITTEES MAY ATTEND THE MEETING IN NUMBERS THAT MAY CONSTITUTE A QUORUM OF SUCH OTHER CITY BOARDS, COMMISSIONS AND COMMITTEES, SO THAT NOTICE IS HEREBY GIVEN THAT THE MEETING IS ALSO A MEETING OF THE OTHER CITY BOARDS, COMMISSIONS AND COMMITTEES WHOSE MEMBERS ARE IN ATTENDANCE. THE MEMBERS OF THE OTHER CITY BOARDS, COMMISSIONS AND COMMITTEES MAY PARTICIPATE IN DISCUSSIONS WHICH OCCUR AT THE MEETING, BUT NO ACTION WILL BE TAKEN BY THE OTHER BOARDS, COMMISSIONS AND COMMITTEES WHOSE MEMBERS ARE IN ATTENDANCE.

Ordinance No. 618 (09/20/10), Repealing Ordinance No. 593

At all City Council, City Commission or City Board meetings, the agenda shall include a "citizens to be heard" item. It is suggested that Citizens wishing to speak during this item sign in on the sign up roster prior to the meeting. During "citizens to be heard" comments, each individual may speak on an agenda item or any other matter affecting the city. In addition to the "citizens to be heard" portion of meetings, a person may make comments on agenda items prior to the vote on the agenda item. A member of the public will have a total of six (6) minutes to be heard during a City Council, City Commission or City Board Meeting. This does not include any responses from the body. The six (6) minutes time limit authorized herein may not be transferred to another speaker in whole or in part. The presiding Officer or his/her designee will assign a Time Keeper to each meeting. The Time Keeper will maintain strict compliance of the six (6) minute rule, stopping speakers who exceed the allotted time. As authorized by Section 551.042 of the Texas Government Code, the Presiding Officer may direct a City Official to make: a statement of specific factual information in response to an inquiry made by a member of the public or of the City Council; or, a recitation of existing policy in response to an inquiry made by a member of the public or the City Council. Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting. Any question posed by a Citizen, Council Member, Board Member or Commission Member for which an answer is not available at a meeting shall be answered by a member of the staff or Presiding Officer at the next regular meeting of the Body, if an answer is reasonably available and prudent. If the information is sensitive, staff will seek advice from the City Attorney.

REQUEST ALL PAGERS AND CELL PHONES BE TURNED OFF, EXCEPT EMERGENCY ON-CALL PERSONNEL. CITIZENS ARE ASKED TO REFRAIN FROM TALKING DURING COUNCIL PROCEEDINGS.

Meeting Chair: please remind each participant in your meeting that they must speak into a microphone; the recording is the Official Minutes of your meeting and all who speak must be recorded. All guest speakers and citizens to be heard must speak from podium. Please interrupt speakers during meeting if you recognize that they are not speaking into microphone and have them do so.

I. Call to Order, Pledge of Allegiance & Invocation

II. General Announcements

III. Citizens to be Heard on Subsequent and Non-Subsequent Agenda Items

A member of the public will have three (3) minutes to discuss non-subsequent agenda items.

A member of the public will have six (6) minutes to discuss subsequent agenda items.

IV. Presentations

1a. City Council will receive a presentation from Troy Mayer, Vice President of Operations of Acadian Ambulance Service, Inc. on services they have provided to the community and their existing three (3) year contract that commenced on October 1, 2009 that expires on midnight on the last day of the month of the third year(s) term.

1b. The presentation will also include contract cost for the City, itemized list of services and costs for the residents.

V. Public Hearing

None

VI. Unaudited Financials

City Council may take action if deemed necessary.

VII. Ordinances **"In conjunction with the first reading of an ordinance, a motion should be made to either "reject the proposed ordinance" or "to forward the proposed ordinance to a subsequent City Council meeting for final adoption at its second reading".**

VIII. Resolutions

IX. Discuss and Act

1. City Council will discuss, may take action or comment on the Ambulance Services Agreement made and entered into agreement as an effective date of October 1, 2009 between the City of Windcrest, Texas and Acadian Ambulance Service, Inc. with the agreement having an initial term of three (3) year(s) expiring on the last day of the month of the third year(s) term. *(Rita Davis, Councilmember Request)*
2. City Council will discuss, may take action or comment on the presentation by Acadian Ambulance Service, Inc. Discussion may include but not limited to contract cost for the City, itemized list of services and costs for the residents. *(Rita Davis, Councilmember Request)*
3. City Council will discuss and may take possible action directing the City Manager to move forward with an Interlocal Agreement with The Texas Department of Motor Vehicles for the purpose of Scofflaw Service contract for marking Texas Motor Vehicle Registration Records. (Att.) *(Mayor Alan Baxter, Kelly Rodriguez, Court Clerk and Joe O'Brien Warrant Officer Request)*
4. City Council will discuss and may take action on the Windcrest Flag Party tentatively scheduled for mid-September 2011. *(Mayor Alan Baxter Request)*
5. City Council will consider and may take action to schedule a one day pet registration and M.A.S.H. services. *(Pam Dodson Councilmember Request)*

X. Closed Session

1. City Council will convene into a closed meeting as authorized by Section 551.071 (1a) of the Texas Government Code, Consultation with Attorney about pending or contemplated litigation.
2. City Council will convene into a closed meeting as authorized by Section 551.072 of the Texas Government Code, Deliberation Regarding Real Property to deliberate the purchase, exchange, lease, or value of real properties located on I-35 and Eisenhaur Rd. a.k.a the 111 Acres.

XI. Action Item

1. City Council will discuss and take action on pending or contemplated litigation.
2. City Council will discuss and take action on the purchase, exchange, lease, or value of real properties located on I-35 and Eisenhower Rd. a.k.a the 111 Acres including the adoption of a resolution or the first reading of an ordinance approving transactions involving the 111 acre tract.

XII. General Announcements & Future Agenda Items Requested

Per Ordinance No. 618, repealing Ordinance No. 593; Section 9: Every agenda shall include an item entry granting a member the opportunity to propose an item for consideration of future agendas for Regular or Special Meetings. Any member may request the inclusion of such items at any meeting.

XIII. Adjournment

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the City Council of the City of Windcrest is a true and correct copy of said Notice and was posted on the bulletin board at City Hall of said City in a convenient place to the public and said Notice was posted more than seventy-two hours prior to the meeting on August 1, 2011.

By: Heather Weidenbach, City Secretary

In compliance with the Americans With Disabilities Act, the City of Windcrest Council Chambers are wheelchair accessible, and accessible parking spaces are available. The City of Windcrest will provide for reasonable accommodations for persons attending City Council meetings. To better serve you, requests should be received 48 hours prior to the meetings. Please contact Heather Weidenbach, City Secretary, at 210-655-0022 ext. 2150 or Fax 210-655-8776.

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the ____ August, 2011.

____ Title: _____



**AMBULANCE SERVICES AGREEMENT
ACADIAN AMBULANCE SERVICE, INC.**

AND

CITY OF WINDCREST, TEXAS

This Ambulance Services Agreement is made and entered into on this 01 day of 10, 2009, ("Effective Date") by and between **THE CITY OF WINDCREST, TEXAS**, hereinafter referred to as "CITY", and **ACADIAN AMBULANCE SERVICE, INC.**, hereinafter referred to as "ACADIAN".

SECTION 1:

- A. Ambulance and Emergency Medical Services (EMS) is essential to the health and welfare of the residents of CITY and to the traveling public visiting and passing through CITY; and CITY recognizes the necessity of establishment of proper ambulance services.
- B. CITY Council has authorized CITY to engage and contract for ambulance and EMS services.
- C. ACADIAN is duly licensed and certified under the laws of the State of Texas to provide ambulance and EMS services.
- D. CITY has selected ACADIAN to be the sole provider of EMS and ambulance transportation.

Now, therefore, in consideration of the premises and of the mutual Agreements, representations, warranties, provisions and covenants herein contained, the parties hereto hereby agree as follows:

SECTION 2:

- A. This Agreement and Exhibit A shall have an initial term of three (3) year(s) from the Effective Date, expiring on midnight on the last day of the month of the third year(s) term. This Agreement shall auto renew every year thereafter unless otherwise terminated with or without cause as stated herein.
- B. This Agreement may be terminated by the CITY at anytime for material default by ACADIAN in the performance of the services up to the standards set forth herein in Sections 3 and 4. Prior to such termination, however, the CITY shall give notice to ACADIAN of the nature of the default, and ACADIAN shall be allowed thirty (30) days from the date of receipt of such notice to correct such default. The occurrence of the same default within any twelve (12) month period shall entitle CITY to cancel this Agreement upon ninety (90) days written notice to the Acadian.
- C. In addition to termination defined in Section 2b, either party (the terminating party) shall retain the absolute right, within the terminating party's sole discretion, with or without cause to terminate this Agreement upon sixty (60) days written notice given to the other party (the non-terminating party).
- D. This Agreement may be terminated by Acadian at anytime for failure of payment from the CITY to Acadian as set forth hereunder. Prior to such termination, however, Acadian shall give the

CITY notice of such failure and the CITY shall be allowed thirty days from the date of receipt of such notice to bring current all amounts due and owing.

SECTION 3 – ACADIAN’S OBLIGATIONS:

Beginning on the effective date of this Agreement and until the sooner of either termination by lapse of time or as set forth herein, ACADIAN shall furnish EMS and ambulance transportation services within the Service Area as set forth below: (“Service Area.” for purposes of this Agreement, shall be defined as all of the CITY of Windcrest, Texas.)

- A. The medical protocols utilized, the management of personnel, and operations will be at the sole and absolute discretion of ACADIAN.
- B. ACADIAN agrees to provide and render continuous dispatch capabilities and services for all MICU/ALS/BLS ambulance services calls within the Service Area. For the purposes of this Agreement the term “MICU/ALS/BLS ambulance services” shall mean any ambulance service, which as a result of medical necessity requires a patient to be transported in either an ALS/MICU licensed vehicle or in a BLS licensed vehicle.
- C. Each ambulance utilized hereunder shall be fully staffed by ACADIAN with qualified and appropriate state certified personnel.
- D. Acadian will provide the City of Windcrest with the Certificate of Insurance naming the City as an additional insured to the extent of Acadian's indemnity obligations contained herein. Therefore, Acadian's insurer will answer all claims for which Acadian has agreed to be responsible in this contract
- E. Acadian shall charge and collect fees for ambulance services in accordance with the schedule of fees authorized in the Bexar County contract to service the unincorporated areas of the County.

SECTION 4 – LOCATION OF STATIONS AND RESPONSE TIMES:

ACADIAN will post one (1) ambulance, as arranged, at the location agreed upon within the Service Area. ACADIAN, if indicated, may amend the posting location from time to time to meet specified response criteria. CITY acknowledges and understands that Acadian is allowed and permitted to use the stationed unit in CITY to respond to other areas of Bexar County. This Agreement is intended for non-dedicated, posting only. However, should the unit be dispatched outside of the Service Area, Acadian shall use all reasonable efforts to send a spare unit and crew towards the Service Area to standby and cover until the Service Area unit returns.

This Agreement is not intended to be a contractual arrangement for the evacuation of citizens during a disaster situation and shall not have the effect of same. CITY acknowledges, understands and agrees that a separate agreement must be negotiated for those services, if desired.

SECTION 5 – EXCLUSIVITY:

The parties acknowledge that the efficient, cost effective, and coordinated provision of emergency ambulance services by ACADIAN require that ACADIAN be granted an exclusive, sole-provider operating area. Therefore, this Agreement establishes ACADIAN as the CITY's exclusive provider of primary emergency and non-emergency ambulance services in the Service Area. The CITY will use its best efforts to assure that ACADIAN will receive all 9-1-1 calls for ambulance transportation services within the Service Area, except in cases of disaster, or major community disaster, when ACADIAN will coordinate a sanctioned mutual aid response from other qualified EMS/ambulance companies.

By approving and entering into this contract the CITY agrees ACADIAN shall be the exclusive, sole provider of all emergency and non-emergency transports originating within CITY limits. CITY shall agree to enact an ordinance within ninety (90) days of the herein stated Effective Date stating that ACADIAN shall be the exclusive, sole provider of all emergency and non-emergency transports that originate within the city limits of said CITY.

SECTION 6 – COMPLIANCE WITH LAWS, RULES, AND REGULATIONS:

- A. Each ambulance on shift shall be staffed with a minimum crew consisting of one (1) state certified emergency medical technician (EMT) and one (1) certified paramedic (EMT-P) and shall be capable of providing both Basic Life Support (BLS) and Advanced Life Support (ALS) services, [including Mobile Intensive Care (MICU) level services].
- B. Subject to the obligations of the CITY, ACADIAN shall comply with all necessary licenses, training certificates, communications equipment, basic and advanced life saving equipment, medications, vehicles, and other necessary apparatus and personnel to fully comply with the terms of this Agreement.
- C. ACADIAN, in providing the services set forth in this Agreement, shall at all times comply with and abide by all laws, rules, regulations, and protocols adopted or promulgated by a federal, state, or local legislative or regulatory body.
- D. Notwithstanding any other provision of this Agreement to the contrary, in the event that any provision of this Agreement, or the performance thereof in accordance with its terms, is deemed a violation of any state or federal law by any governmental agency with jurisdiction over the functions performed hereunder, or by a court of competent jurisdiction, the parties shall meet and confer within ten (10) days of the date both parties have received notice of the alleged illegality ("the Notice Date"), and shall negotiate in good faith to amend this Agreement in a manner which eliminates the alleged illegality to their reasonable mutual satisfaction while maintaining the spirit of the terms of this Agreement in effect without amendment thereto, pending the exhaustion of all hearings and appeal rights.
- E. Using appropriate industry methodology, Acadian shall post EMS vehicles as needed at locations throughout the unincorporated service area of Bexar County to ensure that it will meet or exceed the response time metrics as established pursuant to the Bexar County contract for the unincorporated area. Acadian shall produce response time reliability for all

CITY calls, comparable to the standards set forth in the contract for the unincorporated areas of Bexar County. Acadian will provide continuous response capability for all CITY calls, and shall maintain priority posting described in Section 4.

- F. Emergency response times shall be calculated from the time of receipt by Acadian's dispatch center of "essential information" until the arrival at the scene by an EMS vehicle. "Essential Information" shall include the location, any requested directions to location of the call, call back number, and chief complaint or nature of the emergency. Should the initial information be obtained from a 911 data base, a confirmation that the patient's location is the same as that of the caller or a confirmation of the patient's actual location shall be warranted.
- G. Acadian shall have the responsibility to document the nature of the circumstances surrounding any excluded response from the fractal measurement percentage each month. It shall be Acadian's responsibility to prove said responses shall be excluded or same shall be included. Excluded responses may include:
 - 1. Faulty address-match from 911 computers, incorrect or insufficient information from the caller.
 - 2. Responses which occur during periods of abnormally severe weather conditions that could reasonably be expected to substantially impair public safety response time performance.
 - 3. Unusual roadway conditions, blocked bridge or railway crossings which could reasonably be expected to impede public safety response performance.
 - 4. Prank or false calls.
 - 5. Excess runs occurring during unusual system overload which shall be defined as a period of time during which more than two (2) emergency calls are simultaneously in progress in the CITY, during a community emergency, a declared disaster by local, state or federal authorities, or a mutual aid response.
 - 6. Any intentionally delayed response whereby access to a scene is deemed unsafe for EMS personnel and medical vehicles to enter the area until deemed "clear and safe" by law enforcement or fire department officials.

SECTION 7 – INDEMNIFICATION:

ACADIAN COVENANTS AND AGREES TO FULLY INDEMNIFY, AND HOLD HARMLESS, THE CITY AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, AGENTS, AND REPRESENTATIVES OF THE CITY, INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO PERSONAL OR BODILY INJURY, DEATH AND PROPERTY DAMAGE, MADE UPON THE CITY DIRECTLY OR INDIRECTLY TO THE EXTENT ARISING OUT OF, RESULTING FROM OR RELATED TO ACADIAN'S ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY ACTS OR OMISSIONS OF ACADIAN, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONTRACTOR OF ACADIAN, AND THEIR RESPECTIVE

OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OF PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT, ALL WITHOUT HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNITY ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. ACADIAN SHALL PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE CITY OR ACADIAN KNOWN TO ACADIAN RELATED TO OR ARISING OUT OF ACADIAN'S ACTIVITIES UNDER THIS CONTRACT AND SHALL SEE TO THE INVESTIGATION OF AND DEFENSE OF SUCH CLAIM OR DEMAND AT ACADIAN'S COST. THE CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING ACADIAN OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

SECTION 8 – INDEPENDENT CONTRACTOR:

Notwithstanding anything contained herein to the contrary whatsoever, this Agreement is not intended to create, nor shall it be construed as creating or constituting, an agency or employment relationship between the parties. It is expressly agreed between the parties that ACADIAN is an independent contractor and is in no way an agent or employee of the CITY and in no way shall payments called for hereunder be deemed to be the nature of a salary or individual compensation, but rather shall be deemed and construed to be contractual payments only. ACADIAN is totally and solely responsible for the supervision of its employees and for the quality and nature of their acts while providing BLS/ALS/MICU ambulance services. At no time shall the CITY exercise, in any manner, a supervisory authority over ACADIAN personnel or employees or over the means or methods by which ACADIAN provides ALS/BLS/MICU services hereunder. No employee, agent, or servant of ACADIAN shall be or shall be deemed the employee, agent or servant of the CITY. The CITY is interested only in the results obtained under this Agreement; the manner and means of conducting the performance of this Agreement are the sole control and responsibility of ACADIAN. None of the benefits provided by CITY to its employees (including but not limited to compensation insurance and unemployment insurance) are available from the CITY to the employees, agents, or servants of ACADIAN.

SECTION 9 – INSPECTION:

ACADIAN agrees to allow free and open inspection by the CITY or its designee of its facilities, equipment, and non-patient ambulance records for the purpose of ensuring continuing compliance with the terms of this Agreement and all applicable laws, rules, regulations, and protocols.

SECTION 10 – COMPENSATION:

In order to ensure that ACADIAN has sufficient revenue to make the services contemplated hereunder available to the Service Areas, CITY agrees to pay ACADIAN the sum of Seventy Thousand Dollars (\$70,000), to be paid annually throughout the term of this contract in equal monthly payments of Five Thousand Eight Hundred Thirty Three Dollars and Thirty Three Cents (\$5,833.33) (the "SUBSIDY"). The CITY agrees to provide a station capable of housing an ambulance crew 24 hours a day at no cost to

ACADIAN. This amount is purely to subsidize the availability of qualified ambulance service and is not in lieu of charges for services rendered to patients.

Transportation will be provided upon request on a non-discriminatory basis for citizens of the CITY. Transportation of emergency patients to local medical facilities will be provided to citizens regardless of their medical insurance coverage or ability to pay. ACADIAN shall bill and collect for its services from citizen's third party payor or from the citizen directly, and CITY shall have no obligation to pay for ACADIAN's services except as specifically stated herein.

Non-emergency ambulance service is provided for citizens that meet medical necessity criteria as set by Medicare.

SECTION 11 – DEFAULTS:

The CITY, at its option, by written notice to ACADIAN, may declare this contract in default on the happening of any of the following:

- A. Default of ACADIAN in the performance of any material obligations hereunder;
- B. A proceeding bankruptcy or under any law for relief of debts to ACADIAN;
- C. Expiration or cancelling of any policy or insurance agreed to be paid for by ACADIAN, or the cessation in force according to its original terms of such insurance, or of any extension or renewal thereof, during the term of this Agreement, unless acceptable replacement coverage has been obtained;
- D. Failure by ACADIAN to operate the ambulance service in accordance with *Chapter 773 of the Health and Safety Code*.
- E. Failure of ACADIAN to comply with any other applicable special or general law or administrative regulation governing special tax districts or the operation of any ambulance service.
- F. Material failure by ACADIAN to perform or provide services as detailed in Section 3, Section 4 and Exhibit A, or to provide information as set forth in Sections 12 of this contract.
- G. In the event of a happening set forth in Section 11, A, D, E, or F, above, ACADIAN shall have 30 days after receipt of the written notice to cure any default, and it shall be the determination of the CITY in its reasonable discretion whether such default has been satisfactorily cured.

SECTION 12 – REPORTING:

ACADIAN will provide, in a format acceptable to the CITY, the following informational reports to CITY or its designee on a monthly basis:

- A. Listing of all responses to calls in CITY provided under this Agreement to include date, time of call received by Acadian, dispatch notification time, and EMS vehicle arrival time, location of patient, type of injury/illness, whether transport was required, and to what facility the patient was taken; and

- B. Statistics demonstrating fulfillment of performance measure requirements, including total average fractile monthly response time for all calls for the month and computation of late response percentage all as calculated as provided in this Agreement.
- C. At the request of the CITY, description of the total "dollars collected per patient billed", in a format and containing detail acceptable to the CITY.

SECTION 13 – SUCCESSORS & ASSIGNS:

Neither party shall have the right to assign this Agreement without the express written consent of the other party. This Agreement and the rights of the parties hereunder shall be binding upon and shall insure the benefit of the parties hereto, their successors and permitted assigns. Notwithstanding the foregoing, it is understood and agreed that ACADIAN may be merged or consolidated with another entity that is a direct or indirect wholly-owned subsidiary of Acadian Ambulance Service, Inc., and that any such entity shall automatically succeed to the rights, powers, and duties of ACADIAN hereunder.

SECTION 14 – MISCELLANEOUS:

- A. This Agreement shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous Agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement. No addition or amendment to this Agreement and Exhibit A attached after Agreement shall be valid and effective unless made in the form of a written amendment which is executed by the parties hereto.
- B. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.
- C. Any notice required or permitted to be given pursuant to any provisions of this Agreement shall be given in writing, and either delivered in person, deposited in the United States mail, postage pre-paid, registered or certified mail, return receipt requested, properly addressed, or by a nationally recognized overnight courier service, to the following addresses:

If to ACADIAN:

Acadian Ambulance Service, Inc.
4100 Ed Bluestein Blvd., Ste. 100
Austin, TX 78721
Attention: Vice President

If to CITY:

City of Windcrest
8601 Midcrown
Windcrest, TX 78239
Attention: City Manager

Either party can change the notification addresses listed above with proper notice as listed above.

- D. If a state or federal administrative agency finds that the terms of this Agreement are not in compliance with state or federal laws or regulations or CITY or ACADIAN receives advice of outside legal counsel that the terms of this Agreement are not in compliance with state or

federal laws or regulations, or accrediting bodies rules and regulations, or that the Agreement poses a risk to CITY's or ACADIAN's participation in state or federal programs or produces a financial, civil or criminal risk, the parties shall use reasonable efforts to restructure the Agreement to eliminate or restructure the offending provision(s). If the offending provision(s) of the Agreement cannot be so modified, then either party may terminate this Agreement immediately upon written notice to the other party.

- E. Paragraph headings of this Agreement are not part of the substance of this Agreement and shall have no effect upon the construction of this Agreement.

SECTION 15- FORCE MAJEURE:

Hereunder, neither ACADIAN nor CITY shall be responsible to the other for any delay, damage or failure caused by or occasioned by or occasioned by a Force Majeure Event. As used in this Contract, "Force Majeure Event" includes acts of God, action of the elements, warlike action, insurrection, revolution or civil strife, piracy, civil war or hostile action, strikes, differences with workers, acts of public enemies, federal or state laws, rules and regulations of any governmental premises or any other group, organization or informal association (whether or not formally recognized as a government), inability to procure material, equipment or necessary labor in the open market, acute and unusual labor, material or equipment shortages, or any other causes (except financial) beyond the control of either party. Delays due to the above causes, or any of them, shall not be deemed to be a breach of or failure to perform under this Contract. Neither ACADIAN nor CITY shall be required against its will to adjust any labor or similar disputes except in accordance with applicable law.

SECTION 16-LEGAL FEES:

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party, reasonable attorneys' fees, costs, and expenses related to such action.

SECTION 17- SEVERABILITY:

If any portion or portions of this Agreement shall be for any reason invalid or unenforceable, the remaining portion(s) shall be valid and enforceable and carried into effect unless to do so would clearly violate the present legal and valid intention of the parties hereto.

SECTION 18-BINDING EFFECT:

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors, assigns or other legal representatives.

SECTION 19- NON-ASSUMPTION OF LIABILITY:

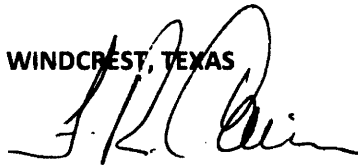
CITY does not assume any liability for the negligent, fraudulent, dishonest or other acts or omissions of ACADIAN. ACADIAN does not assume any liability for the negligent, fraudulent, dishonest or other acts or omissions of CITY.

IN WITNESS THEREOF, the respective parties have hereto caused this Agreement to be signed, sealed, and delivered on the day and year first written above.

SECTION 20 - PERIODIC REVIEWS:

ACADIAN and CITY agree to conduct periodic reviews of the services rendered under this agreement. Such reviews shall occur at the request of either party, but not less frequently than yearly on or before the anniversary date of this agreement. The CITY will be represented at such periodic reviews by the City Manager and others designated by him and ACADIAN shall be represented by the Texas Regional Executive officer and others designated by him.

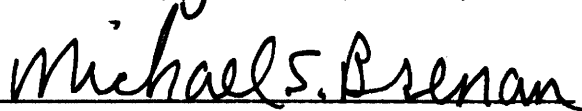
CITY OF WINDCREST, TEXAS



Ronnie Cain, City Manager



Witnessed: Tracy Freimarck, City Secretary



Approved as to Form: Michael Brennan, City Attorney

ACADIAN AMBULANCE SERVICE, INC.



Christopher L. Grillo
Vice President



EXHIBIT A

CONFIDENTIAL PROPOSAL TO PROVIDE

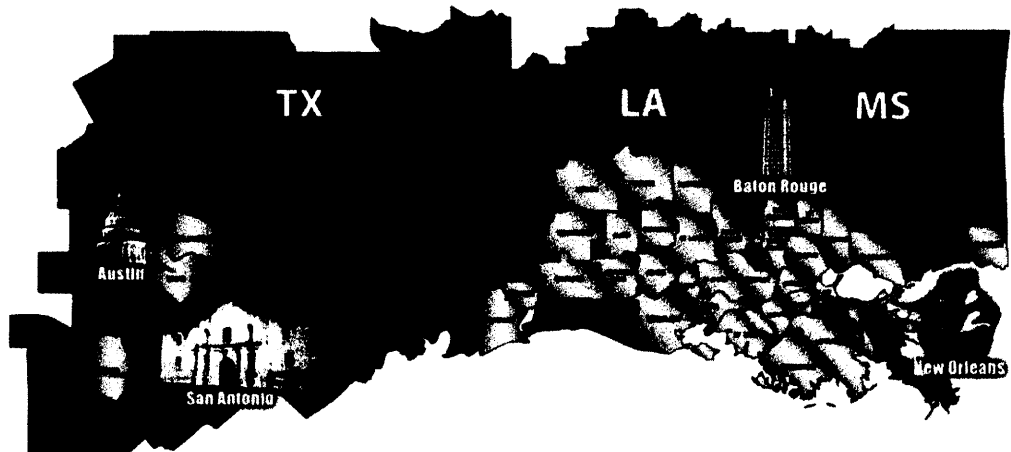
EMERGENCY MEDICAL SERVICES AND AMBULANCE TRANSPORTATION

FOR THE CITY OF WINDCREST, TEXAS

Acadian Ambulance Service, the nation's largest privately-owned, nationally-accredited and employee-owned ambulance service headquartered in Lafayette, Louisiana, began operations in September of 1971.

Now, after nearly four decades of service, Acadian has grown not only as the largest private-owned ambulance service, but is also regarded and heralded as the premier ambulance and medical transportation company in the US. Earning international acclaim from business, healthcare and political leaders alike for an uncompromised pursuit and dedication to provide excellence in patient care, ongoing innovation, industry research and loyal civic stewardship, Acadian now serves 38 counties and parishes – 34 of which as the primary 911 provider - with a compassionate team of nearly 3,000 employees.

Today, Acadian is among America's most admired companies. Our team has been featured in *Inc.* Magazine, as well as many other trade and business journals and publications.



Acadian is proud to be recognized by the U.S. Senate, the Smithsonian Institute for Innovation and Microsoft Founder and Author Bill Gates, for our continuous dedication to provide innovative solutions intended to evolve and adapt our company to the ever-changing healthcare environment. Whether called to respond to a disaster, or to answer a call for help in a metropolitan CITY, or even respond to

the farthest reaches of Bexar County's rural areas, communities continue to trust the Acadian team to be there during their most critical time of need.

Acadian Ambulance Service Inc. will commence a three-year, sole-provider, 911 emergency medical services (EMS)/ambulance transportation contract for the unincorporated areas of Bexar County, Texas, on the first day of May 2009. Therefore, Acadian is in a favored position to bring forth economies of scale and ambulance response efficiencies for the CITY of Windcrest.

We are pleased to propose the following EMS services in exchange for the CITY granting ACADIAN an exclusive sole-provider ambulance services agreement:

- A** Mobile Intensive Care (MICU) level staffing, which includes a minimum of one (1) EMT and one (1) paramedic, certified in the State of Texas, staffed on-board every ambulance utilized to serve the CITY of Windcrest;
- A** Integration into the Bexar County public safety agency radio network to improve interagency communications and coordinated response among fire, law enforcement and EMS agencies;
- A** Provide one-on-one disposable medical supply exchange with CITY fire and law enforcement personnel;
- A** Provide law enforcement and fire department members Protective Personal Equipment (PPE), such as latex gloves;

A Non-dedicated, free EMS standby services for large community gatherings or public safety standbys such as structure fires and law enforcement tactical incidents, upon request;

A Extend invitations to area fire and law enforcement officers to participate in joint medical course instruction, at the same price AASI employees pays, or free of charge, when applicable;

A Provide CITY leaders with regular EMS statistical reports, excluding confidential patient information, upon request;

A Attend regular meetings to present reports or updates on EMS contract and services;

A Participate in area disaster drills and other public safety planning, development and studies;

"...communities

continue to trust

the Acadian team

to be there during

their most critical

time of need. "



- A** Commitment to adhere and abide by all applicable local, state and federal laws and regulatory guidelines which govern ambulance services;
- A** Make available Acadian medical treatment protocols which can be adopted by CITY responders, if so desired;



4100 Ed Bluestein Blvd., Suite 100
Austin, Texas 78721
(512) 929-1680
www.acadian.com



Nationally Accredited



Employee Owned

July 22, 2011

Rafael Castillo Jr.
City Manager
City of Windcrest
8601 Midcrown
Windcrest, Texas 78239

Dear Mr. Castillo:

Enclosed please find a briefing on Acadian Ambulance Service's contract with the City of Windcrest, including required response times and compliance. We also have included an itemized list of services and a copy of our pricing catalog.

Since we were awarded the contract with Windcrest in 2009, our commitment never has wavered: We want to provide emergency and non-emergency service that exceeds your expectations. All of us at Acadian Ambulance Service are committed to excellence, superior patient care and customer satisfaction.

I look forward to meeting with the city council on Monday, Aug. 1. If I can provide additional information before the meeting, please do not hesitate to let me know.

Respectfully yours,

Troy Mayer
Vice President of Operations
Acadian Ambulance Service

Confidentiality notice

Acadian Ambulance Service Inc. took great care to create this informational packet. It contains copyright-protected trade secrets, trademarks, business strategies and confidential data that are the property of Acadian Ambulance Service Inc.

Except in cases specifically excluded under applicable laws and regulations, Acadian reserves all rights to the material and pricing options provided in this proposal.

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Quality Assurance

Response times, levels of response, medical care

In Windcrest, Acadian operates under the same response-time requirements as we do in unincorporated Bexar County, which we serve as the 911 provider. That means we are required to respond to emergency calls in 12 minutes or less and can be late on no more than 33 percent to 36 percent of the calls.

Since August 2010, our response time in Windcrest has averaged 4.51 minutes; our compliance percentage has averaged 96.1 percent.

A chart that provides a detailed monthly comparison follows.

Levels of response

All of Acadian's resources are available to the citizens of Windcrest at all times. During the day, that includes 13 Advanced Life Support units, three Basic Life Support units, three wheelchair vans and a supervisor. At night, it comprises 10 Advanced Life Support units and a supervisor.

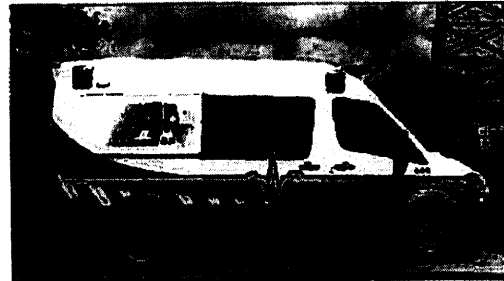
Windcrest is one of Acadian's high-priority locations, which means a unit is designated to serve the city 24 hours a day.

Acadian provides three levels of specialized response to Windcrest:

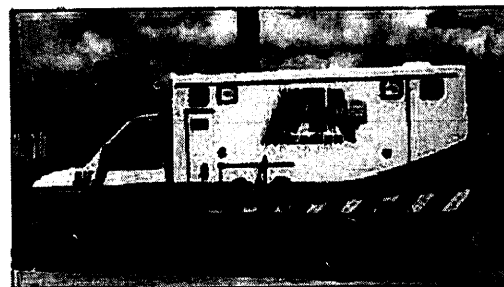
■ **EMT-Basic/EMT-Intermediate units (BLS/ALS):** These units primarily are used to transport convalescent or bedridden patients for routine medical care, such as dialysis treatments and wound care.

■ **EMT-Paramedic Units (ALS):** ALS units respond to all emergency calls and non-emergency calls requiring advanced skills, such as cardiac monitoring. Each unit is equipped to care for acutely ill or injured patients in accordance with the national, state and locally accepted standard of care.

■ **Critical Care Transport/Specialty Care Units (CCT):** Each CCT unit is equipped with the equipment necessary to transport critically ill or injured patients, including Multi-Med pumps and Bi-PAP and pressure-support ventilators. Each CCT unit is staffed with a paramedic, who has received advanced training and certification in high-risk obstetrics, pediatrics, advanced cardiology, pharmacology and airway management.



Acadian's three levels of response are based on the patient, family and medical facility's needs.



Approach to care

Acadian prides itself on staying on the cutting edge of emergency medical care. Examples include:

- **CPR-HD:** In 2010, Acadian launched CPR-HD in Bexar County. This program includes pre-hospital induced hypothermia, making Acadian one of a handful of EMS agencies in the nation to use this innovative approach. We also have incorporated an increased focus on chest compressions with minimal interruptions.
- **LifeNet:** Acadian was one of the first EMS agencies to participate in LifeNet, a technology that transmits real-time ECG readings from emergency responders to physicians. The program is being sponsored by the Southwest Texas Regional Advisory Council for Trauma. Acadian also uses the CODE STAT program to better assess our cardiac-arrest management and identify opportunities for improvement.
- **Quantitative End Tidal CO₂ (ETCO₂):** Acadian uses ETCO₂ monitoring, the "gold standard" for confirming and monitoring endotracheal tube placement. Monitoring ETCO₂ will alert a medic of a potential problem with the tube placement or the patient's ventilatory status much earlier than the more common use of pulse oximetry.
- **Bariatric ambulances:** Acadian is one of a handful of agencies in the United States that uses specially designed bariatric ambulances to transport patients weighing up to 1,500 pounds. The units are equipped with an extra-wide stretcher, a winch and a ramp system.

Accreditations and awards

Acadian has been:

- Accredited with special commendation by the Commission on Accreditation of Ambulance Services. Acadian is one of 122 accredited ambulance services in the nation and one of only six in Texas.
- Named one of the Top Workplaces in San Antonio, 2010.
- Named one of the fastest-growing companies in America by *Inc.* magazine, 2009, 2010.



Certifications

All ambulance personnel must meet training certification and continuing-education requirements of the Texas Department of State Health Services, Bexar County, the National Registry of EMTs and Acadian's own clinical-education modules. Acadian dispatch personnel must meet the training, certification and continuing-education requirements of the National Academy of Emergency Medical Dispatchers and hold current certification as an emergency medical technician.

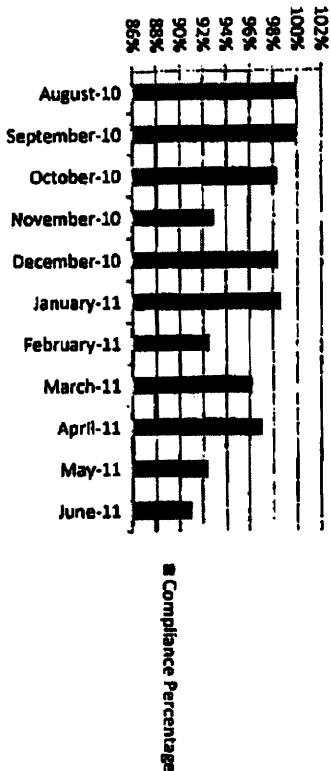
Partnerships

Acadian Ambulance is an active member of the Southwest Regional Advisory Council for Trauma and a longstanding member and active participant in the EMS industry's largest trade organization, the American Ambulance Association. Acadian also works closely with the Texas Ambulance Association, the Texas Nursing Home Association, the Texas Hospital Association, the National Emergency Number Association and many more.

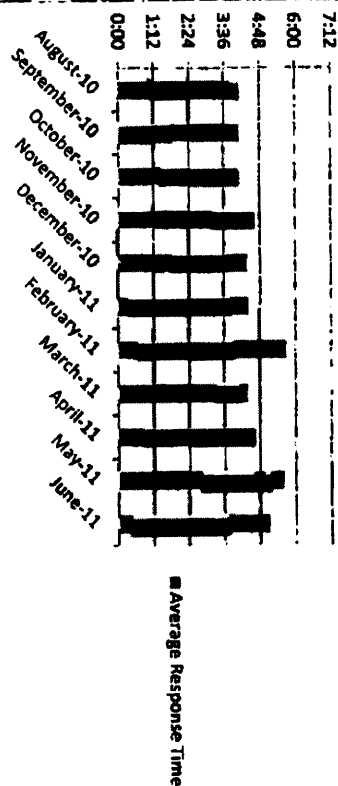
**Transport Compliance
Monthly Comparison
City of Windcrest**

Month	Number of Calls	Late Responses	Compliance %	Average Response Time
August-10	75	0	100%	4:08
September-10	53	0	100%	4:07
October-10	64	1	98%	4:08
November-10	57	4	93%	4:41
December-10	64	1	98%	4:24
January-11	77	1	99%	4:26
February-11	67	5	93%	5:43
March-11	81	3	96%	4:24
April-11	69	2	97%	4:39
May-11	66	5	92%	5:37
June-11	67	6	91%	5:08

Compliance Percentage



Average Response Time



New technology to boost response time for regional victims of heart attacks

Published 12:02 a.m., Thursday, March 3, 2011

The Southwest Texas Regional Advisory Council for Trauma (STRAC) on Monday unveiled LifeNet, a subscription service technology that transmits real-time ECG readings directly from emergency responders to physicians.

Details of the new service were announced during the Regional Cardiac System Summit, attended by representatives from area hospital systems, health care providers and EMS agencies.

LifeNet technology transmits ECG readings from patient to physician, reducing the likelihood of human error and maximizing the response and efficiency of medical providers at the health care/treatment facility.

"The integration of emergency health care delivery is essential to improving outcomes for our patients, said Craig Manifold, San Antonio Fire Department EMS medical director.

Using the LifeNet receiving station technology, "We will improve our accuracy rate of pre-hospital notification for heart attack patients. In turn, hospital emergency departments, catheterization team members and cardiologists can visualize the ECG reading in real-time and prepare to decrease the time it takes to remove a blockage from a coronary artery," he said.

Physicians will have the capability to monitor ECG activity through their smartphones with LifeNet.

According to Eric Epley, STRAC executive director, a live, standardized technology for regional EMS providers and hospitals will afford physicians and hospital



response staff the opportunity to monitor and prepare to treat cardiac patients while they are being transported to the hospital.

"San Antonio and South Texas residents should be proud that we have healthcare systems that work collaboratively for the common good of critical cardiac patients. Because our area hospitals have agreed to utilize LifeNet, all regional EMS agencies can now use the system in the field and during patient transport," Epley said.

The regional deployment of LifeNet is being made possible thanks to a \$197,600 grant provided by Methodist Healthcare Ministries. The grant funds the equipment used by the emergency responders in the field.

"We are very pleased to have been a part of the effort to provide our emergency responders with such a critical tool, and we are confident it will prove to be a tremendous benefit to the community. Methodist Healthcare Ministries is led by our mission to improve the physical, mental and spiritual health of those least served, and we feel the funding provided to the STRAC helps us to achieve that mission by enhancing the quality of care patients will receive, and as a result, improving their outcomes," said Kevin C. Moriarty, Methodist Healthcare Ministries president/CEO.

MYSAN	Life	TOPICS	MARKETPLACE	COMMUNITY	ABOUT US
Home	Events Calendar	Community	Autos	SUBMITTED	About Us
News	Multimedia	Health	Classifieds	Calendar	Contact Us
Blogs	National/International	Living	Find San	Photos	Advertise
Business	Obituaries	Green SA	Antonio jobs		online
Sports	Politics	Military	Real Estate	OTHER	Advertise in
Columnists	Travel	Outdoors	Shopping	EDITIONS	print
Editorials	Traffic	Visitors'	Business	e-Edition	Newspaper
Education	Weather	Guide	Directory	Mobile	Delivery
Entertainment	Food	SA Paws	Fan Shop	Facebook	
		SA Cultura			

Training, Outreach and Participation in the Community

Acadian Ambulance Service strives to be an active participant in the communities we serve, both with our first-responder partners and with the community at large.

Our partnership with Windcrest includes:

■ **Training:** To ensure the highest level of cooperation between the Windcrest VFD and Acadian, we work together to provide training. For example, we have offered training sessions on stretcher and stair-chair operations and on CPR-HD, an innovative approach to cardiac resuscitation. A number of Windcrest personnel also have participated in continuing-education training offered by Acadian.

Last summer, Acadian participated in and provided standby services for a hazmat drill in an unoccupied area of Rackspace Hosting that was attended by more than 100 Bexar County area first responders. The drill staged a hostage situation complicated by the potential release of hazardous chemicals.

This paid off in December when the drill became a reality. Acadian was one of the first agencies on the scene when a child inside the Immigration Custom Enforcement building found a balloon filled with a white, powdery substance. Windcrest Fire Chief Dan Reese told the San Antonio Express-News the summer training session helped them prepare for such an emergency. The call from the ICE building arrived about 10:20 a.m. and police, fire and EMS personnel were on the scene in minutes, he said.

■ **Restocking:** Acadian replaces, free of charge, any medical supplies Windcrest first-responders use when responding to a call.

■ **Interdepartmental relations:** Acadian's management team is in close contact with Windcrest department leaders. This ensures issues are addressed as soon as they arise and has helped build a strong relationship. To help expand those ties throughout both organizations, Acadian hosted a dinner for the Windcrest department in March that was attended by our management staff and crews that are most frequently posted in Windcrest. This will become an annual event.

■ **Annual Volunteer Fire Department picnics:** For the past three years, Acadian has provided



Ambulance tours – and getting to check out the medical gear – always are a hit with young visitors at the Windcrest picnic.

standby medical services, a first-aid tent, a \$1,000 donation and raffle prizes for the department fundraiser. During this event, we encourage residents to tour our ambulance, and we also provide giveaways for children.

■ **School events:** Acadian has participated in several training sessions and other events at Roosevelt High School. This gives students who may be interested in pursuing a career in health care a chance to meet with working professionals.

■ **Standbys:** Acadian units provide medical standbys for non-profit and for-profit groups and events. Most recently in Windcrest, we provided standby services for a daylong summer celebration at Rackspace Hosting. County-wide events for which Acadian has provided medical care include:

San Antonio Heart Walk
Circle of Care Run/Walk, Baptist
Health System
AccessAbility Fest, Morgan's
Wonderland
SAM Ministries 5K run
Treat Street, citywide Halloween
event
Haven for Hope soccer tournament
Walk like MADD fundraiser



Acadian's standby unit was a popular draw for the 20,000 people who attended Treat Street 2010.

Acadian also is available to provide bystander CPR training and training on Automated External Defibrillators (AEDs) and to participate in community health fairs, seminars and other events.



8601 Midcrown Drive · Windcrest, TX 78239
Fax: 210-655-7204 · 210-599-6007 or 655-0022 ext. 2320

DOB / DAP
TM

July 12, 2011

Acadian Ambulance Service
Community Affairs
P.O. Box 98000
Lafayette, LA 70509-8000

Re: Tax Receipt Donation to the Windcrest Volunteer Fire Department

Dear Sirs;

The Windcrest Volunteer Fire Department wishes to thank you for your cash donation of \$1,000.00 received on May 2011. This monetary donation is greatly appreciated and is instrumental in allowing us to stay a volunteer department.

Windcrest Volunteer Fire Department is a 501(c)(4) non-profit organization and your donation is tax deductible. Our tax-exempt number is 74-6174771.

Deductibility of donations to 501(c)(4) organizations;

Unlike donations to the more prevalent 501(c)(3) non-profit organizations, donations to a section 501(c)(4) organization are not deductible by the donor under section 170 of the code unless the recipient organization is a **volunteer fire department** as described in revenue ruling 80-77.

We sincerely appreciate your donation,

A handwritten signature in black ink, appearing to read "Dan Reese".

Dan Reese
Fire Chief

www.ci.windcrest.tx.us · www.windcrestfire.org

Your donation is tax deductible under Internal Revenue Code, Section 501 C (4), non-profit organization.
Our Federal I.D. No. is 74-6174771.



4100 Ed Bluestein Blvd., Suite 100
Austin, Texas 78721

www.acadian.com



Nationally Accredited



Employee Owned

Dec. 20, 2010

Dan Reese
Fire Chief
Windcrest Volunteer Fire Department
8601 Midcrown Drive
Windcrest, Texas 78239

Dear Chief Reese:

On behalf of all of Acadian Ambulance Service's Bexar County employees, congratulations on receiving the 2010 EMS First Responder Award.

We were very pleased to see you honored for your 40 years of service to the community and for your willingness to do whatever it takes to serve the residents of Windcrest.

Our team members appreciate the strong relationship we have developed with your department and look forward to working with you for many years to come.

Sincerely,

Troy Mayer
Vice President of Operations
Acadian Ambulance Service

Richter, Denise

Subject: FW: Windcrest info and a compliment

From: Richter, Denise
Sent: Friday, March 25, 2011 10:15 AM
To: Mayer, James (Troy); Khammash, Majdi
Subject: Windcrest info and a compliment

Several weeks ago, a fire alarm was activated at Meridian Care Center in Windcrest. Dispatch notified Troy Bonnette, who was the ODS, and requested additional units. At least six responded.

As our units arrived, Chief Reese was in the parking lot taking photos. (By that time, the FD had determined that a burned-out ceiling fan motor had caused all the smoke.) Chief Reese told Troy that he was very proud to see such an enormous turnout from Acadian and that he never would have received that level of support from AMR.

The same thing happened about a week later; that time, it was a false alarm.

Since then, Chief Reese has mentioned to Troy and to several crew members that it gave him "warm fuzzies" to see so much green in such a short time.



Denise Richter
Acadian Ambulance Service
Marketing Manager

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(512) 623-9181 / cellular
(512) 929-1629 / secure fax
denise.richter@acadian.com
www.acadian.com

Drill aids Windcrest in emergency response

By Jeff B. Flinn

Published 12:00 a.m., Thursday, January 6, 2011

"Practice makes perfect," or so they say. In the city of Windcrest, practice certainly helps, especially in the case of emergency.

In July, more than 100 Bexar County area first responders took part in a hazmat drill in an unoccupied portion of the former Windsor Park Mall, now occupied by Rackspace Hosting. Fire, EMS, police and emergency management personnel from Bexar County, San Antonio, Windcrest and surrounding cities and agencies responded to the drill, which staged a hostage situation complicated by the potential release of foreign and hazardous chemicals.

"We often find ourselves coming together at various points on different events," Bexar County Fire Marshal Ross Coleman stated in a press release about the drill.

"It is key that we be able to (communicate) efficiently and effectively."

In December, the scenario changed from drill to reality. A young child inside the Immigration Custom Enforcement building in the 8900 block of Fourwinds Road found a balloon filled with about two teaspoons of a white, powdery substance. An INS building security guard alerted authorities, and emergency teams descended on the property.

Windcrest Fire Chief Dan Reese and Windcrest Police Chief Joe Pabon said the summer training session helped them prepare for such an emergency, introducing them to agency interaction and the human elements of disaster and evacuation.

The call arrived that Dec. 3 morning at about 10:20 a.m. and police, fire and EMS personnel were on the scene in minutes.

"Part of the lesson learned in the drill ... was the coordination with Bexar County teams in a hazardous materials event," Reese said. "In the exercise, we worked with



Bexar County and two hazmat teams. In the actual incident we needed a hazmat team, put out the call and bang, the hazmat team was there.

"When we showed up, we didn't know what it was. (Hazmat) showed up with an initial crew of two, to determine what it is, the severity of it," he added.

Windcrest established a contingent of emergency management at the Valero Convenience Store next to the INS building. "Windcrest was in charge of the overall event. We had to determine who's inside, how many people are inside and may need to be evacuated. But we had no problem with any of the (responding) agencies once we established a hierarchy," Reese said.

While Reese's crew focused its attention on what was happening inside the locked-down building, Pabon's officers turned their attention to the building's grounds and perimeter.

Six Windcrest police officers were used to secure the building and the parking lot, keep curious bystanders away and turn back people arriving on the scene that had business to conduct inside the building.

Another level of involvement arrived in the form of federal officials, since the incident occurred in a federal building.

"We provided support for the Federal Protection Service by securing the perimeter," Pabon said "And with our guys out there, we kept them informed as needed, communicating through radios. We did have breaks, we kept them watered and did what we could to get food to them, as it was a long day."

Once the Bexar hazmat team was on the scene, it entered the building, secured the substance and began running tests to determine what the substance was, and what – if any – danger it posed.

"First they tested for drugs, and that came back negative. The second test was for toxic or hazardous chemical. The third test ... all their tests on-site were inconclusive, They went through the tests and eliminated all the bad qualities."

The FPS' "credible threat" determination came back as "undetermined, unlikely," Reese said.

While the meticulous on-site evaluation was being performed, the authorities had four potentially exposed individuals inside; the alerting security guard, the child who found the balloon, her sibling and their mother – not to mention 250 people working in the offices throughout the five-story building.

"The scene wasn't cleared until we determined what the material was, or wasn't, in this case," Reese said.

Pabon said the situation "was eventually downgraded. They didn't determine it 'was safe,' just that the substance didn't pose any threat."

About 1:30 p.m., more than three hours after the incident began, authorities evacuated the 250-plus people located in the rest of the five-story building. With the incident having occurred in a first-floor lobby area, all the evacuees were ushered out a back stairwell and away from the premises.

Full decon stations were set up and made ready for any evacuees and the initial four involved.

"Full decon is clothes off, a full scrub-down and (body) wash. Full decon was conducted on the four, and every one who came out was offered decon," Reese said.

Windcrest personnel stayed on the site until 4:30 a.m., making for a six-hour day.

"Our part in it, other than being in charge, is not huge," Reese said. "You want to set up a command post and stay there. Part of what you learn each time is how to do things more efficiently."

Windcrest EMS and fire officials assisted with manning the decon tents, helped with the decontamination process and were available if any other situations arose. The city received high marks for its response, coordination and control.

"(Federal and county personnel) were very pleased with our response, and their response to our response was very positive," the fire chief said. "They clearly got some very good support from the city in several areas."

The Acadian Companies



Acadian Ambulance Service is committed to providing the best pre-hospital emergency care. Our nationally registered EMTs and paramedics are required to complete continuing education on the latest medical procedures, medications and clinical protocols. Our experience in responding to mass-casualty incidents helps us handle the critical challenges such disasters pose. We also provide non-emergency medical transportation in Louisiana, Mississippi, and Texas. acadian.com



Acadian Air Med Services uses helicopter and fixed-wing air ambulances to answer emergency calls from locations difficult or impossible to access by ground ambulances. Today, we operate nine medically configured helicopter ambulances* strategically based throughout our service area. Our three medically configured fixed-wing aircraft are available for extended transports across the continental United States. acadianairmed.com



Whether you are flying for business or pleasure, domestic or international, **Executive Aircraft Charter Service** gets you where you want to go. Reduce the stress of traveling, knowing the only schedule we follow is yours. ExecutiveAircraftCharter.com

A department within the Air Med division, **One Gulf** specializes in responding to emergency calls from the offshore industry. A dedicated call center is staffed 24/7 with an aero-medical dispatcher/paramedic who coordinates requests for help and directs the rescue. **877-ONE-GULF**



Safety Management Systems helps clients achieve an injury-free work environment by providing specialty skilled personnel solutions such as remote paramedics, on-site safety technicians, industrial training services and HSE consultants to the upstream, midstream, refinery and petrochemical markets. SMS is one of the largest providers of health, safety, environmental, medical and training services in the southern United States. safetysms.com



Established in 2003, the **National EMS Academy** has received accolades for its innovative use of technology and resources to train new and existing medics. Campuses are in Austin and Silsbee, Texas, and in Louisiana. The recently launched NEMSA Online Education will give medics around the world access to high-quality EMS continuing education via the Internet. Both computer-based training and live interactive classes are available. becomeamedic.com



Acadian Monitoring Services provides comprehensive safety and monitoring solutions with innovative products, technologies and professional services.

The **Acadian On Call** personal emergency response system allows the customer to summon help with the touch of a button. The base unit, connected to a home telephone line, allows two-way communication with the alarm center. When a call is placed, a representative in the alarm center evaluates the situation and dispatches help if necessary. acadianoncall.com



America On Watch provides advanced monitoring solutions for America's leading security providers. We deliver a single point of alarm management and control for access, video surveillance, safety and intrusion systems. americaonwatchnetwork.com



Mobile Monitoring Services provides vehicle and asset location tracking services using the latest in GPS, cellular and online technologies. With our Web-based system, there is no software to purchase, install or maintain. We provide a secure login and password, which allows you full access to the whereabouts of your vehicles or assets. mobile-monitoring.com



Acadian On Watch partners with independent firms to provide residential and commercial security and fire-alarm monitoring services. Acadian On Watch is UL 2050 listed and Five Diamond Certified by the Central Station Alarm Association, and all of our central station operators have achieved proficiency and certification. acadianonwatch.com



Acadian Telehealth helps home health agencies monitor their patients, particularly those with chronic diseases. Acadian Telehealth remotely monitors patient behavioral changes and the collection of vital data 24/7. acadiantelehealth.com

*Helicopters operated by Metro Aviation, Inc.

Acadian Ambulance Service Inc.
Pricing Catalog

<u>Description</u>	2011 Rates	
	<u>Amount</u>	<u>Effective Dates</u>
<u>Transports</u>		
ALS2 Emergency	\$ 835.00	January 1, 2011
ALS1 Emergency	\$ 835.00	January 1, 2011
ALS1 Non-Emergency	\$ 835.00	January 1, 2011
BLS Emergency	\$ 835.00	January 1, 2011
BLS Non-Emergency	\$ 565.00	January 1, 2011
Specialty Care Base	\$ 1,485.00	January 1, 2011
<u>Mileage</u>		
Mileage: 0 - 50 miles	\$ 19.50	January 1, 2011
51 - 100 miles	\$ 15.00	January 1, 2011
101 and over	\$ 15.00	January 1, 2011
<u>Standby Rates:</u>		
<u>Unscheduled (Hazardous Material Cleanup)</u>		
First Three Hours	\$ 800.00	February 15, 2005
Each Continuous Additional Hour	\$ 150.00 per hour	February 15, 2005
<i>The base rate is charged only once if standby is continuous: base charged again if standby is closed out after 24 hours and recalled the next day</i>		
<u>Prescheduled</u>		
First three hours	\$ 400.00	February 22, 2008
Each additional half-hour	\$ 50.00	February 15, 2005
Standby Non-Profit Organization	\$ 50.00 per hour	February 15, 2005
<u>EMT Contract Rates</u>		
Customary Basic	\$ 30.00	October 16, 2009
Customary Paramedic	\$ 45.00	October 16, 2009
Not for Profit Basic	\$ 25.00	October 16, 2009
Not for Profit Paramedic	\$ 35.00	October 16, 2009
<u>Ancillaries</u>		
Airway Mgmt-Disposable Supplies	\$ 54.00	January 1, 2011
Balloon Pump Administration	\$ 430.00	January 1, 2011
Bariatric Stretcher	\$ 210.00	January 1, 2011
Burn Sheet	\$ 39.00	January 1, 2011
Capnometer	\$ 77.00	January 1, 2011
C-Collar	\$ 54.00	January 1, 2011
CPAP device with Manometer	\$ 205.00	January 1, 2011

Disaster Bag	\$ 254.00	January 1, 2011
Disposable BVM	\$ 101.00	January 1, 2011
Disposable Splint	\$ 15.00	January 1, 2011
Disposable Supplies/Environmental Protection	\$ 67.00	January 1, 2011
EKG Monitor	\$ 127.00	January 1, 2011
EKG Monitor-Disposable Supplies	\$ 15.00	January 1, 2011
EKG Monitor Pace Pads	\$ 155.00	January 1, 2011
EKG 12 Lead	\$ 127.00	January 1, 2011
Endotracheal Intubation	\$ 67.00	January 1, 2011
EOA	\$ 67.00	January 1, 2011
Extra Ambulance Attendant	\$ 186.00	January 1, 2011
Extra Unit Assistance Fee	\$ 159.00	January 1, 2011
EZ-IO Intraosseous Infusion - disposable needle	\$ 308.00	January 1, 2011
Glucose	\$ 15.00	January 1, 2011
IV Set Up/Disposables	\$ 67.00	January 1, 2011
IVAC Pump	\$ 127.00	January 1, 2011
Mast Trousers	\$ 77.00	January 1, 2011
Out of Service Area	\$ 127.00	January 1, 2011
Oxygen Mask/Set Up	\$ 123.00	January 1, 2011
O.B. Kit	\$ 77.00	January 1, 2011
Poison Antidote Kit	\$ 61.00	January 1, 2011
Pulse Oximeter	\$ 77.00	January 1, 2011
Rapid Infusion Catheter	\$ 127.00	January 1, 2011
Sterile Water	\$ 25.00	January 1, 2011
Suction Equipment	\$ 15.00	January 1, 2011
Throplex Chest Drainage System	\$ 188.00	January 1, 2011
Ventilator	\$ 761.00	January 1, 2011
Visidex Strip / Regeant Strip	\$ 15.00	January 1, 2011

Medication

Adenocard 12 mg	\$ 54.00	January 1, 2011
Amidate 2mg/ ml 20cc vial	\$ 33.23	January 1, 2011
Amiodarone	\$ 36.00	January 1, 2011
Aminophyllin	\$ 36.00	January 1, 2011
Aspirin	\$ 4.00	January 1, 2011
Atropine Sulfate	\$ 36.00	January 1, 2011
Benadryl	\$ 36.00	January 1, 2011
Brethine	\$ 36.00	January 1, 2011
Bretyol	\$ 67.00	January 1, 2011
Calcium Chloride	\$ 36.00	January 1, 2011
D5W 1,000 CC	\$ 54.00	January 1, 2011
Decadron	\$ 67.00	January 1, 2011
Demerol/Meperidine	\$ 36.00	January 1, 2011
Dextrose	\$ 41.00	January 1, 2011
Diltiazem	\$ 37.00	January 1, 2011
Dopamine	\$ 54.00	January 1, 2011

Epinephrine	\$ 36.00	January 1, 2011
Epinephrine 30mg	\$ 54.00	January 1, 2011
Fentanyl	\$ 37.00	January 1, 2011
Glucagon	\$ 188.00	January 1, 2011
Inderal (Propranolol)	\$ 36.00	January 1, 2011
Ipratropium Bromide	\$ 36.00	January 1, 2011
Isuprel	\$ 41.00	January 1, 2011
Ketamine Hcl, 10mg/ ml 20 ml vial	\$ 54.00	January 1, 2011
Ketorolac	\$ 54.00	January 1, 2011
Labetalol	\$ 54.00	January 1, 2011
Lasix	\$ 3.50	January 1, 2011
Lidocaine	\$ 36.00	January 1, 2011
Lidocaine, 20%	\$ 41.00	January 1, 2011
Lorazepam 2mgs	\$ 54.00	January 1, 2011
Magnesium Sulfate	\$ 36.00	January 1, 2011
Metoprolol	\$ 7.58	January 1, 2011
Morphine Sulfate	\$ 36.00	January 1, 2011
Narcan, 2mg	\$ 88.00	January 1, 2011
Nitro Tab	\$ 4.00	January 1, 2011
Nitroglycerin Injection	\$ 54.00	January 1, 2011
Nitrol Ointment	\$ 36.00	January 1, 2011
Nitropress	\$ 36.00	January 1, 2011
Normal Saline 1,000 cc	\$ 54.00	January 1, 2011
Phenylephrine	\$ 36.00	January 1, 2011
Ondansetron	\$ 37.00	January 1, 2011
Procalnamide HCl	\$ 36.00	January 1, 2011
Promethazine	\$ 36.00	January 1, 2011
Albuterol (Nebulizer always used)	\$ 36.00	January 1, 2011
Racpinephrine	\$ 36.00	January 1, 2011
Ranitidine	\$ 36.00	January 1, 2011
Ringers Lactate 1,000 cc	\$ 67.00	January 1, 2011
Sodium Bicarbs	\$ 41.00	January 1, 2011
Solu-Medrol 1 gram	\$ 54.00	January 1, 2011
Succinylcholine 20 mg	\$ 4.00	January 1, 2011
Thiamine	\$ 36.00	January 1, 2011
Toradol	\$ 18.07	January 1, 2011
Valium	\$ 36.00	January 1, 2011
Verapamil	\$ 36.00	January 1, 2011
Versed, 5mg/ ml 1 ml vial	\$ 26.82	January 1, 2011
Zemuron 10 mg/ ml 10ml vial	\$ 54.00	January 1, 2011

Weidenbach, Heather

From: Castillo, Rafael Jr
Sent: Monday, July 25, 2011 9:51 AM
To: Weidenbach, Heather
Cc: alanebaxter@aol.com; Dodson, Pamela; Davis, Rita; Gretz; Shelton, James; Gerd Jacobi; brenanlaw@gmail.com; Mangham, Sarah; 'Sarah Mangham'; Reese, Dan
Subject: FW: EMS Rates
Attachments: Similar Sized Agencies.xls

Importance: High

FYI

Comparison attachment to August 1st CC meeting.



Rafael Castillo, Jr.
City Manager
p: 210.655.0022 ext. 2120
f: 210.655.8776
rcastillo@windcrest-tx.gov
8601 Midcrown
Windcrest, TX 78239
www.windcrest-tx.gov

From: Reese, Dan
Sent: Monday, July 25, 2011 9:35 AM
To: rcastillo@windcrest-tx.gov
Subject: FW: EMS Rates

Mr Castillo

Here is the response I received from Shertz EMS – their base rates are somewhat similar to Acadian's. The survey in the attached file is from Shertz EMS but does not include the agency, again the base rates are somewhat similar



Dan Reese
Fire Chief
p: 210.655.0022 ext. 2180

mbf: 210.693-8197
f: 210.655.8776
dreese@windcrest-tx.gov
8601 Midcrown
Windcrest, TX 78239
http://www.windcrest-tx.gov

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From: DWait@schertz.com [mailto:DWait@schertz.com]
Sent: Saturday, July 23, 2011 3:29 PM
To: Reese, Dan
Subject: RE: EMS Rates

Chief,

Our current rates are:

Aid Call:	\$175
Air Medical Assist Call:	\$500
BLS Emergency:	\$750
BLS Non-Emergency:	\$750
ALS Emergency:	\$900
ALS Non-Emergency:	\$900
ALS2:	\$1,020
Mileage:	\$15

These are all inclusive, we only bill base rate and mileage. There are no additional charges.

I also attached a spreadsheet of a recent billing survey I did. These are agencies from around here, similar in size to us and Acadian.

Let me know if I can help more.

Dudley

"Do not follow where the path may lead. Go instead where there is no path and leave a trail" - Ralph Waldo Emerson

Dudley Wait

EMS Director
City of Schertz EMS
1400 Schertz Parkway
Schertz, TX 78154
210-619-1400 (O)
210-619-1499 (F)
210-488-4243 (C)

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From: Reese, Dan [mailto:dreese@windcrest-tx.gov]

Sent: Friday, July 22, 2011 6:09 PM

To: Wait, Dudley

Subject: EMS Rates

Dudley

Our City Council has asked questions at to EMS rates from Acadian. I have the SA EMS rates from their website. Are your rates posted somewhere for comparison purposes?



Dan Reese

Fire Chief

p: 210.655.0022 ext. 2180

mbl: 210.693-8197

f: 210.655.8776

dreese@windcrest-tx.gov

8601 Midcrown

Windcrest, TX 78239

http://www.windcrest-tx.gov

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Approximate number of responses annually	Approximate number of transports annually	Type of Agency (FD Based, 3rd Service, Private, Volunteer, etc)	Type of work (Emergency, Non- Emergency, Both)
5000	4000	3rd Service	Both
4200	3000	Private - Non-Profit Corporation	Both
3400	2750	Non Profit Private	Both
1400	1288	Non-profit 501c3 & small subsidy from	Both
9000	6200	Private NFP Corp.	Both
6000	4000	Hospital Based	Both
2200	1527	3rd service	Emergency

Please provide the following information on your usual and customary rates that you

Trauma Service Area (A, D, P, etc)	BLS Non- emergency	BLS Emergency	ALS 1 Non- Emergenc y	ALS 1 Emergenc y	ALS 2	Specialty Care Transport
N	\$ 787.00	\$ 787.00	\$ 855.00	\$ 855.00	\$ 900.00	\$ 1,662.96
"O"	\$ 825.00	\$ 825.00	\$ 895.00	\$ 895.00	\$ 935.00	
P	\$ 550.00	\$ 550.00	\$ 650.00	\$ 650.00	\$ 850.00	\$ 1,100.00
P	\$ 550.00	\$ 550.00	\$ 650.00	\$ 650.00		\$ 1,100.00
O			\$ 400.00	\$ 650.00	\$ 750.00	
F	\$ 405.00	\$ 648.00	\$ 486.00	\$ 770.00	\$ 1,114.00	\$ 1,247.30
P	\$ 787.00	\$ 787.00	\$ 855.00	\$ 855.00	\$ 900.00	

Charge. (Do Not use dollar sign) Do you charge for What all do you charge for?

Mileage (per mile)	Average Bill		Base Rate and Mileage plus all supplies and/or interventions
	per Transport	Open-Ended Response	
\$ 15.00	\$ 1,690.00	Ambulance Wait time = \$31.50 / 30 minutes	Dispatch Fee = \$94 Extra Att
\$ 15.50	\$ 1,650.00	N/A	
\$ 15.00	\$ 850.00	Treatment/No Tra	Base Rate and Mileage Only
\$ 15.00	\$ 665.00	Any fee will be for	Base Rate and Mileage Only
	\$ 778.00	Aid only 150 plus supplies (Significant aid)	ALS 1 G Base Rate and Mileage
\$ 12.00	\$ 912.00	No Transport / Pat	Base Rate and Mileage Only
\$ 15.00	\$ 1,400.00		Base Rate and Mileage

Base Rate and Mileage

some supplies and/or

interventions

Other (please specify)

Base Rate and Mileage some supplies and/or interventions

Base Rate and Mileage some supplies and/or interventions

plus all supplies and/or ir No interventions - supplies are charged individually

plus all supplies and/or ir See attached

Official Website of the City of San Antonio

San Antonio Fire Department

[SAFD Home](#)[Department Overview](#)[Fire Station Locations](#)[Office of Emergency
Management](#)[Recruiting](#)[Safety Information](#)[Health and Safety Div.](#)[Kids Corner](#)[Community Programs](#)[Fire Prevention / Fire
Marshal](#)[Active Fires](#)[For The Media](#)[Contact Us](#)[Site Map](#)[Message from the Chief](#)[Public Information
Office](#)[Firefighting Division](#)[EMS Division](#)[Communications
Division](#)[Fire Prevention Division](#)[Arson Bureau](#)[Logistics/Services
Division](#)[Capital Improvement
Program](#)[Human Services](#)[Training Division](#)[Health & Safety
Division](#)

EMS Billing Policies & Fees

The EMS Division's Medical Intensive Care Ambulances are supplied with state-of-the-art equipment and are essentially an emergency room on wheels. An established city ordinance requires EMS services be billed directly to the patient. This ordinance helps to ensure the availability of special services, such as EMS, by making them self-sustaining.

EMS Fees

The fees for EMS services are set by the City Council and can change each year, but in general the average charge for transporting a patient by ambulance is a little over \$500. There is also a charge whenever EMS personnel are called out to do a medical assessment, even if the patient isn't transported to a facility. This non-transport charge averages a little over \$80. For more information, a [detailed listing of EMS fees](#) is provided on this page.



SAFD Billing Contact Information

City of San Antonio EMS
P.O. Box 158
San Antonio, TX 78291

Phone: (210) 227-7252
Fax: (210) 224-6945

The Billing Process

A bill for EMS services is usually mailed to the home of the patient within one week from the date of service. Payment can be made by check or with a major credit card - VISA, Mastercard, American Express, or Discover. Payment instructions are listed on the bill.

Insurance Claims

The EMS billing department can assist with filing insurance claims, including Medicare, Medicaid and private insurers. To request the filing of a claim, complete an [Insurance Request Form-English / Insurance Request Form-Spanish](#) and mail or fax it to the SAFD Billing Contact. The EMS billing department will then submit the claim to the appropriate carrier. Insurance carriers typically take up to 60 days to process a claim. In cases of partial coverage, the EMS billing department will send an adjusted bill to the patient for any remaining balance.

For Medicare or Medicaid claims, coverage for ambulance services follows the government's guidelines: "...ambulance transportation is a covered service when the patient's condition is such that the use of any other method of transportation would endanger the patient's health. A patient whose condition permits transport in any type of vehicle other than an ambulance would not qualify for coverage. The payment for ambulance transportation depends on the patient's condition at the time of service regardless of the patient's diagnosis or other reason for transport. Medicare only covers ambulance transports. If the ambulance crew does not transport the patient but only renders aid, this is a non-covered service. The patient will be liable for payment of the service." Review ["Medicare Coverage of Ambulance Services"](#) (PDF) for more information.

For private or commercial insurers, the City of San Antonio is not a contracted provider for any HMO's or PPO's. It's up to the insurance carrier to decide if ambulance services will be covered.

For Billing Questions

All questions related to billing should be directed to the EMS billing department 210.227.7252 between the hours of 8:00 AM and 5:00 PM Central Standard Time (CST).

For Compliments or Complaints

Customer compliments, complaints, or other inquiries related to the provision of EMS services should be directed to the EMS Administrative Offices at 210.207.7525 between the hours of 8:00 AM and 4:30 PM CST. Or use our [online form to register a compliment or complaint](#).

Detailed Listing of EMS Fees

Fees for EMS Services	Fees for EMS Supplies or Medications
Effective as of Oct 1, 2010 Cost per patient:	Cost per each use:
- Patient transport requiring Basic Life Support emergency medical services - \$495.00 + \$12.00 per mile. - Patient transport requiring Advanced Life Support Level I emergency medical services - \$530.00 + \$12.00 per mile.	- Albuterol - \$5.00 - Dextrose - \$5.00 - Epinephrine - \$5.00 - Atropine - \$5.00 - Naloxine - \$10.00 - Normal saline - \$5.00 - Bandaging - \$10.00 - Intravenous line - \$10.00 - Oxygen and related supplies - \$15.00

Links
Ordering Fire & EMS Reports
SAFD Privacy Notice
Pat. Access Medical Info. Policy
Insurance Request Form-English
Insurance Request Form-Spanish

Hotlines
Arson: 210-227-FIRE (3473)
SA Crime Stoppers: 224-STOP (7867)
Poison Control Center 800-222-1222

• Patient transport requiring Advanced Life Support Level II emergency medical services - \$715.00 + \$12.00 per mile. • The transport fee + a \$100 surcharge for each nonresident patient. A nonresident is any person who does not permanently reside within San Antonio city limits, or who resides within an adjoining incorporated city which does not have a contract with the City of San Antonio to provide emergency medical services. • Non-transport emergency medical services call - \$85.00 The fee for the transportation of a deceased person to the morgue - \$70.00	• Electrocardiogram monitor and related supplies - \$35.00 • Amiodarone - \$170.00 • Spinal immobilization (blocks, straps, cervical collar, and backboard) - \$20.00 • Bag valve unit mask - \$10.00 • Yellow blanket - \$3.00 • Air splint - \$10.00 • Laryngoscope blade - \$5.00 • EZ-Intraosseus (IO) needle - \$125.00 • Glucagon - \$100.00 • Analgesic medication - \$10.00 • CPAP mask & CPAP valve - \$40.00 • Endo-tracheal tube checker - \$15.00 • Endo-tracheal tube - \$15.00 • King tube - \$40.00 • Diazepam - \$175.00
--	--

Note: Fees are subject to change without notice based on City Council actions.

[Business](#) | [City Services](#) | [Departments](#) | [Government](#) | [Residents](#) | [Recreation](#)

[Home](#) | [Privacy Policy and Disclaimer](#) | [Text Only](#)

Website best viewed using [Microsoft Internet Explorer 7.0](#)
with screen resolution settings of 800x600.

O'Brien, Joe

From: VTR_SCOFFLAW@txdmv.gov
Sent: Thursday, June 02, 2011 3:53 PM
To: O'Brien, Joe
Subject: RE: TxDMV City Scofflaw Information

Good afternoon, Officer O'Brien -

* Current fees for our Scofflaw Program include a **\$23.00** charge for running your input file through the process, **plus 12 cents for each** license plate submitted on your file. These fees are covered by a previously determined escrow account deposit sent in by each city, to handle these fees, when a 'Prepaid' account is established. If a 'Pay on Request' account is established, all data sent in for processing must be accompanied by pre-calculated payment of that process.

** Estimate \$1000
in this account.*

Hope this helps!

Linda

>>> On 6/2/2011 at 12:26 PM, "O'Brien, Joe" <JO'Brien@windcrest-tx.gov> wrote:

Linda...we are in the process of including this in our Budget...can you give me the normal list of fees that are used with this program??



Joseph O'Brien
Warrant Officer
p: 210-655-0022 ext. 2660
m: 210-563-9162
f: 210-655-8776
jobrien@windcrest-tx.gov
8601 Midcrown
Windcrest, TX 78239
<http://www.windcrest-tx.gov>

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06/06/2011

SCOFFLAW FAQs

General

What format should all the files be in?

The file format should be ASCII (text). Available input/output media options are CD-ROMS or an email attachment for input or a combination of email attachments for input and CD-ROMS for output (in case the output file is too large to email).

Is there any additional TX DMV fee for flagging?

Per the contract, there is a \$23.00 fee per run, plus 12 cents per record flagged/cleared or probed.

Do you have a defined process in which we can work together to resolve any issues or errors that can void or retract that fee in your systems in the event a mistake is discovered?

The scofflaw program is set up to place or remove "flags" from motor vehicle records.

If a mistake is made and a record is flagged in error, the municipality should proceed to send TxDMV a clear record on such vehicle as soon as possible, which would probably be whenever the next clear file is normally prepared and sent in.

Is there any specific schedule you have for flagging purposes?

There is no specific schedule.

What does the remark on a renewal notice look like?

This is a typical Renewal Notice that has been flagged.

I understand that the ability to send files via FTP would be available within the next six months or so. Is this still on track, and do you have any more details on the FTP process?

Yes, we are looking at the possibility of sending the files via FTP. I do not have an ETA on this currently.

City Scofflaw

What information does the city send to TxDMV?

The city may send TxDMV 3 types of input files: Probes, Flags and Clears. Files containing Probes must be exclusively Probes. Files containing Flags or Clears can be exclusive or can be a combination of Flags and Clears. Probes are sent for inquiry purposes only, no database updates are performed. Each probe input record will be 80 bytes in length (as specified in Attachment G of the contract), consisting of REG-YR, PLTNO and CODE. Probes will contain blank space in the 17 byte field reserved for DOCNO. The city may include optional data in the 51 byte field reserved for FILLER, or it may be left blank. This optional data is not processed in any way by TxDMV, but is returned back to the city in the output file. Optional data could be some type of code devised by the city to help it track its own input/output data, such as 01.2429 (meaning Job 01, record 2429) or 02.2430 (meaning Job 02, record 2430), et cetera. Typically, a probe file is sent by the city first, in order to obtain vehicle data that can be compared to its own available data, and most importantly to obtain the DOCNO (document number) which is a required element on subsequent flag/clear input files. The flag/clear input record format differs from Probe input record format (as specified in Attachment G). For every Probe, Flag or Clear input file sent to TxDMV by the city, there will be an output file returned to the city by TxDMV. Cities can flag a record for unpaid traffic tickets (moving violations, no parking tickets) and red light camera violations.

What does TxDMV do with it?

Probe, Flag and Clear input files are processed by TxDMV and an output file returned to the city.

Probes are inquiries only and vehicle data is returned in the output file (see attached output file data elements and format).

Flags will "flag" a vehicle record with the message: City Scofflaw: _____ (city name) and with the cooperation of the County Tax Office, vehicle owners with flagged records will not be allowed to renew their annual vehicle registration until the city fine has been paid.

Clears will "clear" a previously flagged vehicle record, after the city fine has been paid by the vehicle owner, in order to allow the owner to renew his registration.

What does the city do with the output file that TxDMV returns?

As detailed above, the Probe output file can be compared to the cities own available data, and most importantly used to obtain the DOCNO (document number) which is a required element on subsequent flag/clear input files. The output file for flags/clears will contain basically the same data for those records which were successfully flagged/cleared as the Probe file. Also, for those probes/flags/clears that were not successfully processed, a descriptive error message will be returned in the part of the output file called #COMMON-AREA, which is a 99 byte field. If no error message was generated, this #COMMON-AREA will instead contain vehicle TITLE information.

Possible error messages are:

NO MATCH IN FILE; SEND GOOD PLATE NUMBER AND YEAR
BAD SCOFFLAW ACTION CODE; SEND VALID CODE
MISSING KEY INFO; SEND DOCNO
UNABLE TO UPDATE RECORD; RESUBMIT AS IS
SCOFFLAW ALREADY SET FOR CITY:' CITY #
SCOFFLAW ALREADY LIFTED;' TITLE.DOCNO
NO MATCH IN FILE; SEND GOOD DOCNO

The city contract requires: License Registration Year, License Plate Number, Document Number. Could you explain to me what each of these items are and how/where a city municipal court can access this information?

License registration year is the year in which the current Texas registration expires. The current year can be used as a default if current data is unavailable.

License plate number is the license plate number on the Texas titled vehicle.

Document number is a unique 17-digit identification number assigned by TxDMV - Vehicle Titles and Registration Division which is printed on the certificate of title.

In order to obtain vehicle data that can be compared to the city's own available data and to obtain the document number which is a required element on subsequent flag/clear input files, the city may submit a probe file to TxDMV. Probes are sent for inquiry purposes only, no database updates are performed.

Once we send a flagging file, do you respond with any type of confirmation file acknowledging the records have officially been flagged?

For every Probe, Flag and/or Clear input file sent to TxDMV by the city, there will be an output file returned to the city by TxDMV.

What process do you perform to resolve any potential errors in the original transmission (so that we know it all worked)?

Flags/clears that were not successfully processed, a descriptive error message will be returned in the output file.

Possible error messages are:

NO MATCH IN FILE; SEND GOOD PLATE NUMBER AND YEAR
BAD SCOFFLAW ACTION CODE; SEND VALID CODE
MISSING KEY INFO; SEND DOCNO
UNABLE TO UPDATE RECORD; RESUBMIT AS IS
SCOFFLAW ALREADY SET FOR CITY: ' CITY #
SCOFFLAW ALREADY LIFTED; ' TITLE.DOCNO
NO MATCH IN FILE; SEND GOOD DOCNO

Once flagged in your systems, does TXDMV send a letter or notification to the vehicle owner informing them of the flag?

No, TXDMV makes no notification to the vehicle owner

Is it OK for us to send our own notice to the owner to highlight we need them to pay us (if we choose to do this)?

That would be up to the municipality (city).

Many times, the vehicle owner is standing at the DMV trying to re-register the vehicle when they are told about the flag. In other municipalities, they are told to call us where we encourage them to pay us via credit card and we produce a paper form (forms printed and controlled by MVA) and send it out or fax it directly to the DMV office they are standing at. This helps customers get it done right away.

Flags will be released by the scofflaw clear process whereby the city sends TxDMV a file containing records to be cleared. The scofflaw flag is "soft", meaning that tax office personnel can process the registration on a flagged vehicle, assuming the vehicle owner is able to provide documentation from the city proving that the past-due violation has been paid. The city should proceed to send TxDMV a clear record on such vehicle as soon as possible, which would probably be whenever the next clear file is normally prepared and sent in.

Sending files via email attachment is an option cities currently have. If a probe file is emailed, will the output file be emailed back to the same address?

Yes.

Are Cities only allowed to flag records for people who are residents of their city?

No, the cities can flag statewide.

COUNTY OF TRAVIS §

THIS CONTRACT is entered into by the Contracting Parties under Government Code, Chapter 791.

The Texas Department of Motor Vehicles (TxDMV)
(Local Government)

ATTACHMENT A

Scope of Services

TxDMV will:

1. On initial probes (inquiries) of data submissions received from the local government, generate an output file containing matching license plates. If no vehicle record is found, such factual information will be indicated on the output file together with the input data. Input and output files will be returned to the Local Government after completion of the computer run.
2. Place "flags" on vehicle records based on data submissions received from Local Government containing "flag" request codes.

A flagged record will cause:

- A. A "scofflaw" remark to be displayed on inquiry devices and point-of-sale workstations as part of the vehicle record when an inquiry is made on a "flagged" record.
 - B. The printing of registration renewal notices with a "scofflaw" remark ("City Scofflaw: (City Name)") so the Local Government may deny registration. An explanation on the back of the registration renewal notice form directs the registrant to the county tax office, or the municipal court in the indicated city.
3. Remove "flags" from vehicle records based on data submissions received from Local Government containing "clear" request codes.

Local Government shall:

1. Provide data submissions to TxDMV via CD-ROMs or e-mail attachments in accordance with TxDMV specifications (see Attachment G) for computer run of initial probes (inquiry), flags (marking) of vehicle records and clears (removal) of flags.
2. Label CD-ROMs externally with the type of run to be made ("probe", "flag" and/or "clear") and the number of logical records. Note: Files containing probes must be exclusively probes. Files containing flags or clears can be exclusively flags or clears, or a combination of flags and clears.
3. Submit an application to establish the method of payment (see Attachment F), and establish account prior to submitting inquiries.
4. Comply to and in accordance with Texas Transportation Code Title 7, Subtitle A, Chapter 520, Section 520.023, in which the Local Government shall honor the vehicle transfer notice. If a date exists in the "vehsolddate" (Vehicle Sold Date) field, a transfer notice has been submitted, therefore the registered owner on this record is no longer subject to civil and criminal liability on and after the vehicle sold date.

ATTACHMENT B

Budget

Fees for file submission and transactions shall be submitted to TxDMV in accordance with 43 TAC Chapter 207.

Payments shall be submitted to the following address:

Texas Department of Motor Vehicles
Administrative Services Division
PO Box 5020
Austin, TX 78763-5020

- A. If the Local Government chooses to submit their input file via CD-ROM, the attached "Account Information" form must be completed, indicating that the Local Government wishes to establish a "Pay Upon Request" Account. The applicable payment shall be made each time a request to probe (search/inquiry), place or remove "flags" from motor vehicle records is submitted to TxDMV.
- B. As an alternative, if the Local Government chooses to send their input file as an e-mail attachment, the "Account Information" form must be completed, indicating that the Local Government wishes to establish a non-interest bearing escrow account ("Prepaid Account") with TxDMV. Upon agreement between the Local Government, TxDMV and payment of applicable fees, as described below, TxDMV will establish an account in the name of the Local Government. Charges shall be deducted from the escrow account until the balance of that account reaches the minimum required balance for the Local Government, as determined by TxDMV and provided herein.

A deposit of at least \$500.00 shall be maintained in a non-interest bearing escrow account. This initial deposit is to cover estimated service use. The escrow account shall be established with TxDMV prior to submission of probes (inquiries), or placing or removing "flags" from motor vehicle records for the Local Government. Payment of the deposit shall be made by check or warrant, payable to the "Texas Department of Motor Vehicles" and is due upon execution of this contract. The \$500.00 minimum balance to be maintained in the escrow account may increase depending on established monthly usage by the Local Government. This additional funding is payable within fifteen (15) days from receipt of notification from TxDMV.

A statement will be provided by TxDMV each time a probe or a request to place or remove "flags" from motor vehicle records is submitted.

If the balance in the non-interest bearing escrow account falls below the \$500.00 minimum balance, TxDMV may suspend processing probes, or placing or removing "flags" from motor vehicle records for the Local Government until such time as a deposit is made by the Local Government, in an amount sufficient to increase the balance in the escrow account to the \$500.00 minimum balance.

ATTACHMENT C

General Terms and Conditions

Article 1. Amendments

This contract may only be amended by written agreement executed by both parties before the contract is terminated.

Article 2. Conflicts Between Agreements

If the terms of this contract conflict with the terms of any other contract between the parties, the most recent contract shall prevail.

Article 3. Disputes

TxDMV will be responsible for the settlement of all contractual and administrative issues.

Article 4. Ownership of Equipment

Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by TxDMV under this contract will be owned by TxDMV.

Article 5. Termination

This contract may be terminated by mutual written agreement, or 30 days after either party gives notice to the other party, whichever occurs first.

Article 6. Gratuities

Any person who is doing business with or who reasonably speaking may do business with TxDMV under this contract may not make any offer of benefits, gifts, or favors to employees of TxDMV.

Article 7. Responsibilities of the Parties

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

Article 8. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement.

Article 9. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

ATTACHMENT D

Resolution or Ordinance

On the _____ day of _____, 20____, the _____ City Council passed Resolution No. _____, hereinafter identified by reference, authorizing the City's participation in the Program.

ATTACHMENT E

Contact Information

Technical assistance regarding probes, placing and removing of “flags” from motor vehicle records or information regarding payments for your account may be obtained by contacting the Administrative Services Division, Technology Support Branch, at (512) 465-7590 or (512) 465-7950 (Monday through Friday 8:00 AM - 5:00 PM).

ATTACHMENT F

ACCOUNT INFORMATION

ADMINISTRATIVE SERVICES DIVISION 4000 JACKSON AVENUE, AUSTIN, TEXAS 78731-6007 PLEASE PRINT OR TYPE		Contract Number For Department Use Only
Type of Account Requested: _____ "Prepaid" Account _____ "Pay On Request" Account		
DATE:	ATTN: <i>(Name and Telephone Number of Person Responsible For Account)</i>	
ACCOUNT NAME:		
BILLING ADDRESS:		
ATTENTION: <i>(Name and Mailing Address of the Person Responsible for Sending and Receiving Files.)</i>		
MAILING ADDRESS:		
E-MAIL ADDRESS: <i>(For Output File Returns By E-mail)</i>		
BUSINESS TELEPHONE NUMBER:		BUSINESS FAX NUMBER:
<i>For Department Use Only</i>		
Escrow Amount _____ Date Agreement Signed _____ <u>Account Terminated/Canceled</u> Non-Payment _____ User Request _____ Account Number _____		

ATTACHMENT G

CITY SCOFFLAW INPUT FILE REQUIREMENTS

1. There are three (3) processes available within the RTS CITY SCOFFLAW processing program. The available processes are as follows:
 - A. 'P' – PROBE (inquiry)
 - B. 'F' – FLAG (set CITY SCOFFLAW data)
 - C. 'C' – CLEAR (lift CITY SCOFFLAW data)
2. The following input file format is required to process any of the three (3) options available with the RTS CITY SCOFFLAW process:

INPUT:			
REG-YR	4 bytes	Position 1-4	/*License Registration Year
PLTNO	7 bytes	Position 5-11	/*License Plate Number
DOCNO	17 bytes	Position 12-28	/*Document Number
FILLER	51 bytes	Position 29-79	/*City Optional Data (Data is returned on output file)
CODE	1 byte	Position 80	/*P=Probe (inquiry) /*F=Flag (set SCOFFLAW) /*C=Clear (lift SCOFFLAW)
TOTAL	80 bytes		

NOTE: A 'P'robe request requires REG-YR (Registration Year), PLTNO (License Plate Number) and CODE. All other information is optional.

Both 'F'lag or 'C'lear requests require DOCNO (Document Number) and CODE. All other information is optional.