

# Mayor and Council Communication

**DATE:** 06/24/25

**M&C FILE NUMBER:** M&C 25-0571

**LOG NAME:** 13EMERGENCY MEDICAL SERVICE INTERLOCAL AGREEMENT

## **SUBJECT**

(ALL) Authorize Execution of an Emergency Medical Service Interlocal Agreement with the Metropolitan Area EMS Authority d/b/a MedStar Mobile Healthcare for the Temporary Provision of Emergency Medical Services Using City of Fort Worth Staff and Equipment

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## **RECOMMENDATION:**

It is recommended that the City Council authorize the execution of an Emergency Medical Service Interlocal Agreement with the Metropolitan Area EMS Authority d/b/a MedStar Mobile Healthcare for the temporary provision of Emergency Medical Services using City of Fort Worth staff and equipment.

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## **DISCUSSION:**

In accordance with the directives of the Fort Worth City Council, and the recommendations of the Emergency Services Ad Hoc Committee, the City of Fort Worth (Fort Worth) executed a Memorandum of Understanding and Agreement (MOUA), identified as City Secretary Contract No. 62555, with the Metropolitan Area EMS Authority d/b/a MedStar Mobile Healthcare (MedStar) member cities (the Member Cities). Fort Worth and the Member Cities anticipated that during the period between execution of the MOUA, the transition of EMS System services to Fort Worth as the licensed emergency medical services (EMS) Provider, and the complete dissolution of MedStar there may be some operational and practical complications for the EMS System. Therefore, Fort Worth and the Member Cities agreed that MedStar would maintain its legal status as a governmental administrative agency and continue to operate under the direct management and oversight of Fort Worth during a transition period. During this transition period, the MOUA authorized MedStar to operate certain temporary functions under the management of Fort Worth to ensure continuity in billing, collections, and other operational areas as needed, and further authorized Fort Worth to take all necessary actions to ensure the continued operation and administration of the EMS System services to all parties, such as maintaining or renewing any required licenses, permits, or registrations for the EMS System services.

The purpose of this Mayor and Council Communication (M&C) is to authorize the execution of an EMS Interlocal Agreement (ILA) that formalizes a temporary transitional arrangement in which MedStar, as the licensed EMS provider, will continue EMS operations from July 1, 2025 through September 30, 2025, using personnel and equipment leased from Fort Worth and under Fort Worth's operational management and oversight, in order to ensure uninterrupted EMS services during Fort Worth's transition to full licensed EMS Provider status. The ILA authorizes MedStar to operate the EMS System, with Fort Worth providing operational management, staffing, and equipment support, using MedStar's state EMS Provider license and credentials and leased Fort Worth assets and personnel while completing the final stages of transitioning to Fort Worth's own EMS Provider license and associated registration numbers.

## **Agreement Overview:**

- **Structure:**
  - MedStar remains the licensed EMS provider for the term of the agreement.
  - Fort Worth provides and leases personnel, ambulances, and equipment to MedStar for EMS System operation.
  - Fort Worth manages daily EMS operations, dispatch, and staffing.
  - MedStar authorizes Fort Worth to bill for services and oversee all operational functions.
- **Medicare/Medicaid Administration:**
  - MedStar will update federal registrations to reflect Fort Worth's managing control, billing agent, and leased assets.
  - Upon termination, MedStar will remove Fort Worth from federal records and return full responsibility to Fort Worth's permanent EMS license.

## **Operational Expectations:**

- EMS responses must meet strict performance standards:
  - **High-acuity incidents:** ≤ 8 minutes (90% of the time)
  - **Low-acuity incidents:** ≤ 11 minutes (90% of the time)
- MedStar must provide 24/7 ALS/BLS services, consistent with Fort Worth protocols and medical oversight.
- EMS operations will be directed by the Fort Worth Fire Chief and Medical Director, who will also oversee clinical standards.
- Fort Worth maintains vehicles, insurance, medical equipment, and third-party billing operations.

## **Financial and Compliance Provisions:**

- **Payments:** All patient and third-party reimbursements are deposited into MedStar's account; MedStar remits full amounts to Fort Worth for services provided.
- **No additional compensation** is owed by Fort Worth to MedStar.

- **HIPAA Compliance:** Fort Worth is designated as a Business Associate under federal regulations and must safeguard all patient information.
- **Audit & Records:** Both parties retain audit rights for three years post-agreement and must comply with federal and state access requirements.
- **Indemnification & Liability:** Each party is liable for its own staff and actions; Fort Worth agrees to defend and indemnify MedStar during the transition.

The term of the Agreement will be effective July 1, 2025 and expire September 30, 2025, unless otherwise extended by the parties. The Agreement does not obligate Fort Worth to pay funds to MedStar and specifies that any payments required for governmental functions or services under the Agreement will be made from current revenues available to each party, as required by Chapter 791 of the Texas Government Code.

Chapter 791 of the Texas Government Code authorizes Fort Worth and MedStar to execute an interlocal agreement for the provision of governmental functions and services, including EMS, and is exempt from competitive procurement requirements.

A Form 1295 is not required because: This M&C does not request approval of a contract with a business entity.

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**FISCAL INFORMATION / CERTIFICATION:**

The Director of Finance certifies that upon approval of the above recommendation and execution of the agreement, funds will be deposited into the Emergency Medical Services Fund. The Fire Department (and Financial Management Services) is responsible for the collection and deposit of funds due to the City.

**Submitted for City Manager's Office by:**     Reginald Zeno             8517

**Originating Business Unit Head:**             Reginald Zeno             8517

**Additional Information Contact:**             Anthony Rousseau     8338