

CONSULTING AGREEMENT

PARTIES:

TRUESIMPLE, LLC D/B/A MEDIC HEALTH ("COMPANY")

5011 West Park Drive
Austin, Texas 78731-5022 USA

AND:

County of Johnson, Texas ("CLIENT")

1102 Kilpatrick, Suite B
Cleburne, Texas 76031

AGREEMENT

THIS AGREEMENT between TRUESIMPLE, LLC (d/b/a Medic Health), a Texas limited liability company with principal offices at 5011 W Park Drive, Austin, Texas, 78731, and its affiliates, herein collectively referred to as "Company", and County of Johnson, Texas, 1102 E. Kilpatrick, Suite B, Cleburne, Texas, 76031 herein referred to as "Client".

WHEREAS, CLIENT desires that that COMPANY provide advice and assistance to CLIENT in his or her area of expertise; and

WHEREAS, COMPANY desires to provide such advice and assistance to CLIENT under the terms and conditions of this Agreement;

NOW, THEREFORE, the parties agree as follows:

1. Term. This Agreement shall begin as of January 12, 2015 ("Effective Date") and shall continue through June 30, 2015 ("Initial Term"), unless the Initial Term is extended by a written amendment of the parties. Either party may terminate this Agreement on thirty (30) days written notice to the other party, without penalty or liability, if the other party materially breaches any provision of this Agreement; provided, however, that such termination will not occur if the breaching party cures the breach during this notice period.

2. Scope of Services. COMPANY agrees to perform the services described in the Scope of Services document appended hereto as Exhibit A. COMPANY shall provide such services in accordance with the terms of this Agreement and the appended Scope of Services which is incorporated herein by reference. During the course of performing the services, COMPANY

shall consult with CLIENT as is necessary to confirm that the services are provided in a manner that is acceptable and satisfactory to CLIENT.

3. Compensation. The Professional Service Fee and Reimbursable Expenses shall be paid at the rates outlined in Exhibit A and billed monthly.

4. Billing: COMPANY bills on the 1st of each month for Professional Service Fees and Reimbursable Expenses at the rates as set forth in Exhibit A. All payments are due 30 days after receipt of the invoice and the mailing address for all payments shall be to: **TRUESIMPLE, LLC, 5011 West Park Drive, Austin, Texas, 78731-5023, USA.**

5. Status of COMPANY. At all times, COMPANY shall be an independent contractor and shall not be considered, and shall not hold itself out to be an employee or agent of CLIENT. CLIENT shall not have and shall not exercise any control over the manner and means used by COMPANY to perform services under this Agreement. COMPANY represents that it has established its own business with appropriate business licenses to provide consulting services and that it will actively solicit and accept work from clients other than CLIENT. COMPANY shall be responsible for providing, at its sole cost, workers' compensation insurance, and any other insurance that may be required by law. CLIENT shall have no responsibility or liability to COMPANY for any benefits. CLIENT shall not withhold any taxes from fees paid to COMPANY. COMPANY shall pay all income, social security and other taxes, which COMPANY owes based on fees paid to COMPANY under this Agreement.

6. Confidentiality. COMPANY shall execute a Confidentiality Agreement if required by CLIENT.

7. Indemnity.

7.1 To the extent allowed by law, COMPANY will indemnify, defend, and hold harmless CLIENT from any and all liability, loss, or damage CLIENT may suffer as the result of claims, demands, costs, or judgments by any third party arising out of the negligent performance of services or the death or bodily injury to an employee, agent, customer, business invitee, or visitor of CLIENT, or the damage, loss, or destruction of any property of any of them caused by negligent acts of COMPANY.

7.2 To the extent allowed by law, CLIENT will indemnify, defend, and hold harmless COMPANY from any and all liability, loss, or damage COMPANY may suffer as the result of claims, demands, costs, or judgments by any third party arising out of the negligent performance of services or the death or bodily injury to an employee, agent, customer, business invitee, or visitor of COMPANY, or the damage, loss, or destruction of any property of any of them caused by negligent acts of CLIENT..

8. Return of Materials. On conclusion of any particular work, or as requested by CLIENT, COMPANY will return all materials or documents produced or provided in connection with the work, with the exception of documents entrusted from employees and meeting confidentiality guidelines, provided all COMPANY invoices are current.

9. Termination. Either party may terminate this Agreement without cause by giving the other party not less than thirty (30) days prior written notice.

10. Survival. The provisions of Sections 4, 5, 6, 7 shall remain in effect after any termination of this Agreement.

11. Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties and their personal representatives, successors and assigns.

12. Assignment. Except with the other party's prior written consent, a party may not assign any rights or delegate any duties under this Agreement.

13. Notices. All notices and other communications under this Agreement must be in writing and shall be deemed to have been given if delivered personally, mailed by certified mail, or delivered by an overnight delivery service (with confirmation) to the address of the parties set forth at the beginning of this Agreement or at such other address as a party may designate by like notice to the other party. Any notice or other communication shall be deemed to be given (a) on the date of personal delivery, (b) at the expiration of the second day after the day of deposit in the United States mail, or (c) on the date of confirmed delivery by facsimile or overnight delivery service.

14. Amendments. This Agreement may be amended only by an instrument in writing executed by all the parties.

15. Entire Agreement. This Agreement sets forth the entire understanding of the parties with respect to the subject matter of the Agreement and supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter. This agreement and the non-disclosure agreement executed in connection herewith sets forth the entire understanding of the parties.

16. LIMITATION OF LIABILITY. COMPANY's total liability arising out of this Agreement will be limited to the fees paid by CLIENT to COMPANY under this Agreement IN NO EVENT SHALL COMPANY BE LIABLE TO ANY OTHER PARTY FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS. IRRESPECTIVE OF THE WAY IN WHICH SUCH DAMAGES MAY ARISE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. HIPAA PROTECTED INFORMATION. CLIENT will delete reference to individually identifiable health information ("Protected Health Information") (as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 and regulations promulgated under it) on all images and other documentation it provides COMPANY under this Agreement so that COMPANY does not receive Protected Health Information in the course of its performance under this Agreement. COMPANY may use such de-identified information for its business and marketing purposes. If COMPANY can reasonably be expected to come into contact with CLIENT's Customer's Protected Health Information, then COMPANY

will enter into a Business Associates Addendum in form and substance reasonably required by CLIENT to comply with HIPAA.

18. Disputes. If a dispute arises regarding the interpretation or implementation of the terms of this Agreement, the parties will attempt to settle the dispute first through direct discussions. If the dispute cannot be settled through direct discussions, the parties will submit that dispute to a mediator to be chosen by all sides, with the parties sharing equally in the cost of the mediation, before either party may bring suit in a court of law. This Section does not limit a party's right to seek preliminary injunctive or other equitable relief from a court pending the determination of a controversy or claim.

19. Governing Law. This Agreement shall be subject to and governed by the laws of the State of Texas.

20. Waiver. The waiver by either party of a breach of any provision of this Agreement shall not operate as, or be construed as, a waiver of any subsequent breach.

21. Exhibits. The exhibits referenced in this Agreement incorporated into this Agreement by reference as if fully set forth in this Agreement.

22. Multiple Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same instrument.

("COMPANY")

("CLIENT")

TRUESIMPLE, LLC DBA MEDIC HEALTH

County of Johnson, Texas

By: David M. Williams

By: Roger Harmon

Printed Name: David M. Williams

Printed Name: Roger Harmon

Title: Owner

Title: Johnson County Judge

Date: January 5, 2015

Date: 1-12-15

**JOHNSON COUNTY CONTRACT TERMS ADDENDUM
TO
TRUESIMPLE, LLC'S CONSULTING SERVICES AGREEMENT
FOR
SERVICES RELATED THE SELECTION OF AN AMBULANCE SERVICE
PROVIDER FOR JOHNSON COUNTY**

This Addendum is part of an Agreement between **Johnson County, Texas**, a political subdivision of the State of Texas, (hereinafter referred to as "**County**"), and TRUESIMPLE LLC (d/b/a Medic Health) hereafter known as Medic Health. The County and Medic Health may be collectively referred to as the "**PARTIES**". This is an Addendum to the consulting agreement between the Parties for the provision of advice and assistance in selecting an ambulance service provider. The attached documents along with this Addendum shall constitute the entire and complete Agreement between the Parties.

1. This Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement must be in the state district courts in Johnson County, Texas or the federal district courts in Dallas County, Texas. Any provision stating that County agrees to waive any right to trial by jury is hereby deleted.
2. Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code §16.070, as amended, and any provision to the contrary is hereby deleted.
3. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, any term which provides for such a claim is hereby deleted. Johnson County will, upon request of a party to the contract, certify the funds available to fulfill the terms of this Agreement.
4. The Parties agree that under the Constitution and laws of the State of Texas, Johnson County cannot enter into an agreement whereby Johnson County agrees to indemnify or hold harmless any other party; therefore, all references of any kind to Johnson County indemnifying and holding harmless any individuals or entities for any reason whatsoever are hereby deleted.
5. The Parties agree and understand that County is a political subdivision of the State of Texas, and therefore has certain governmental immunity, sovereign immunity and limitations on liability, and that County's general liability and vehicle insurance coverage is with the Texas Association of Counties Risk Pool and said insurance coverage is limited to the statutory maximum limits of the Texas Tort Claims Act; therefore, any provisions to the contrary are hereby deleted. The Parties agree and understand that County does not waive any of its common law, statutory or constitutional defenses to which it may be entitled.

6. The Parties agree and understand that County will not agree to waive any rights and remedies available to County under the Uniform Commercial Code ("UCC") as codified and set forth in the Texas Business and Commerce Code effective as of September 1, 2014; therefore, any provision to the contrary is hereby deleted.

7. The Parties agree and understand that County will not agree to be responsible for any sales tax, use tax, or any other taxes, fees, fines or penalties that may be imposed, levied or assessed by any federal, state or local government or agency which relates to the Agreement, the equipment or its use; therefore, any provision to the contrary is hereby deleted.

8. The Parties agree and understand that County will provide statutory workers compensation for its employees; however, County does not agree to include a waiver of subrogation, and therefore any provisions to the contrary are hereby deleted.

9. Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment by a governmental entity under a contract is overdue on the 31st day after the later of:

- a. the date the governmental entity receives the goods under the contract;
- b. the date the performance of the service under the contract is completed; or
- c. the date the governmental entity receives an invoice for the goods or service.

Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment begins to accrue interest on the date the payment becomes overdue. The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of: (1) one percent; and (2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest on an overdue payment stops accruing on the date the governmental entity or vendor mailed or electronically transmits the payment. Therefore, all provisions to the contrary are hereby deleted.

10. No officer, member or employee of County, and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Agreement which affects his/her personal interest, have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

11. To the extent, if any, that any provision in this Agreement is in conflict with Texas Government Code §552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Johnson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any software, or any part thereof, or other items or data furnished to Johnson County whether or not the same are available to the public. It is further understood that Johnson County, its officers and employees shall have the

right to rely on the advice, decisions and opinions of the Attorney General, and that Johnson County, its officers and employees shall have no liability or obligations to Medic Health for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other items or data furnished to Johnson County by Medic Health in reliance on any advice, decision or opinion of the Attorney General of the State of Texas.

12. Services and products provided under the Agreement shall be provided in accordance with all applicable state and federal laws.

13. Under the Constitution and laws of the State of Texas, public property is exempt from forced sales and liens may not attach thereto.

14. It is understood and agreed that Johnson County will not be subject to arbitration; therefore, any paragraph or provision requiring arbitration, is hereby deleted.

15. Johnson County shall be responsible for the acts or failure to act of its employees, agents or servants, provided; however, its responsibility shall be subject to the terms, provisions and limitations of the Constitution and laws of the State of Texas, particularly the Texas Tort Claims Act.

16. The continuation of this Agreement from year to year is subject to current funds available for the Agreement, the allocation of funds to meet the terms of this Agreement, and subject to the approval of the Johnson County Commissioners Court. However, this Agreement need not be specifically identified in the annual budget or budget process. Utilization of the equipment or services provided by Medic Health pursuant to the terms of this Agreement by County will constitute the County's action and intent to continue this Agreement barring a specific written notice to the contrary.

17. Medic Health certifies compliance with all terms, provisions, and requirements of Titles VI and VII, civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and any other Federal, State, local or other anti-discriminatory act, law, statute, or regulation, in the performance of this contract, and will not discriminate against any child or youth, client, employee or applicant for employment because of race, creed, religion, age, sex, color, national or ethnic origin, handicap, or any other illegal discriminatory basis or criteria.

18. Medic Health certifies that pursuant to Section 231.006 of the Texas Family Code that the individual or business entity named in this contract is not ineligible to receive the specified payment(s) and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Medic Health states that it is not ineligible to receive State or Federal funds due to child support arrearages.

19. Notwithstanding any other provision in this Addendum or the associated documents, Contractor is being contracted to provide advice, assistance and information and make such information available for use by Johnson County. Accumulated data, and records are and shall be the

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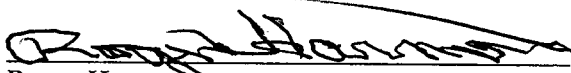
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exclusive property of Johnson County, Texas or the State of Texas or a political subdivision thereof.

20. The parties agree and understand that this Addendum is to clarify, limit, modify or delete terms and provisions of the Agreement and in the event of any conflict between the terms and provisions of this Addendum and the terms and provisions of those contractual provisions tendered to Johnson County in the Agreement or other documents, this Addendum shall control and amend the contractual provisions of the Agreement and any provision to the contrary is hereby deleted.

APPROVED AS TO FORM AND CONTENT:

JOHNSON COUNTY:



Roger Harmon
County Judge

Date 1/12/15

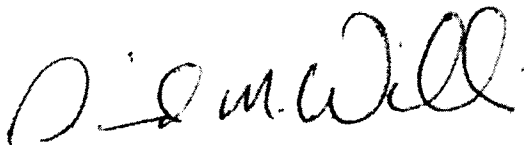
Attest: 

County Clerk, Johnson County

Date 1/12/15



TRUESIMPLE, LLC d/b/a/ MEDIC HEALTH



David M. Williams, President
TRUESIMPLE, LLC d/b/a/ MEDIC HEALTH.

01/05/2015

Date

Exhibit A

MEDIC HEALTH

PROPOSAL

Submitted in Response to

**Consulting Service for
Emergency Medical Services
Johnson County, Texas**

November 14, 2014

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EXECUTIVE SUMMARY

Introduction of Firm/Team. A description of the firm including a brief history, size, number/location of offices and other pertinent information. Location of the office that will provide the consulting service.

Company Background and Experience

The roots of Medical Health began nearly 25 years ago in a small town in Western Massachusetts, inside a home, with a patient. A person who needed help and called 911 would be the first of thousands of faces, held hands, and life stories that represent the mission of prehospital emergency care. Institute for Healthcare Improvement Senior Fellow and Dartmouth University Medical School Professor Emeritus Paul Batalden, M.D. says “Every system is perfectly designed to get the results it gets” and each patient is expecting you to work day and night to create and lead a system that they can access easily, takes care of their health needs, is reliable, and is provided at a reasonable cost.

Medic Health is an international consultancy supporting communities and organizations to assess, design, procure, and improve EMS systems. Our approach is patient and community centered, evidence-based, and data driven. Our aim is to enable communities to have the highest quality service, at a reasonable cost, and with a sustainable ability to evolve as governmental and healthcare environments transform.

Dr. David M. Williams founded Medic Health in 2013 to fill an unmet need in the industry.¹ We were formed at the urging of communities and provider organizations that were unsatisfied with established consultancies and consulting methods based on decades old experience and thinking. Communities needed a firm with modern ambulance service and healthcare experience and able to apply best practice and research-based structures and processes to EMS with an objective and sustainable methodology. They also wanted a personal consultant engagement that built local capability and capacity with customized service.

¹ Medic Healthcare Group is a Texas registered d/b/a of TRUESIMPLE, LLC. TrueSimple Improvement (www.truesimple.com) was founded in 2004 and provides quality improvement advising to healthcare and education systems.

While Medic Health is a new name and innovative approach, it builds on 25 years of EMS experience and 14 years of acting as an internal and external improvement advisor and expert EMS systems consultant to governments, hospitals, and for-profit and not-for-profit provider organizations. Our professional project portfolio includes work in Texas, the United States, Canada, Europe, Asia, and the Middle East.

Medic Health has a single office based in Austin, Texas and has consultants located throughout North America. Our staff of six is a blend of fulltime consultants and project specific subject matter experts. This allows us to remain a lean and responsive organization yet bring the right subject matter experts to meet the needs of any project at a reasonable cost.

Main Office Contact Information & Website

Medic Health

Attention: David M. Williams, Ph.D.

5011 W Park Drive

Austin, Texas 78731-5023

Tel (512) 850-4119

Website: www.medichealth.com

Email: dave@medichealth.com

QUALIFICATIONS AND EXPERIENCE

Names and qualifications of the account executive, marketing personnel and other key team members responsible for providing consulting services. Description of experience in providing consulting services to public agencies and/or joint power authorities.

Your Consulting Team

Our small team includes three professionals with experience working with communities and EMS agencies in Texas. We have also consulted across the United States and abroad. We have experience working within city and county government and consulting and providing legal counsel to governments. Our team includes:

- David M. Williams, Ph.D. (Austin, TX) - Dave consults with EMS systems in the United States and abroad. He has worked with communities and service providers to improve care quality, enhance performance transparency, and reduce cost.
- Todd Hatley (North Carolina) - Todd also consults with EMS systems in the United States and abroad. He helps communities use data to understand how things are performing and simple process to make things work reliably and predictably.
- Greg Hudson, Esq. (Austin, TX) - Greg has served as an attorney to county government, managed ambulance procurement and contracting processes, and provided legal council to EMS providers all in Texas.

The following resumes tell you about our employment history, education, honors, and include a paragraph or two about the experience we bring that makes us different. We welcome questions about our experience.

David M. Williams, PhD, Project Director – Lead Consultant

Education

- PhD in Organizational Systems, Saybrook University, 2010
- MS in Emergency Health Services Management, University of Maryland Baltimore County, 2002
- BS in EMS Management, Springfield College, 1996

Professional Experience

- Chief Executive, Medic Health, 2013-Present
- Chief Improvement Advisor, TrueSimple, 2005-Present
- Improvement Advisor/Faculty, Institute for Healthcare Improvement, 2009-Present
- Vice Chairman of the Board, CommUnityCare (Federally Qualified Health Center-FQHC), 2012 - Present
- Teaching Faculty, The George Washington University School of Medicine EMS Management Major, 2007- 2011
- Consultant, Fitch & Associates, 2004-2010
- Commander, Austin-Travis County EMS, 1998-2004
- Firefighter/Paramedic, 1990-2009

Publications, Honors, Certifications

- Williams, D.M. (2010). *The individual, organizational, and system obstacles to patient-centric emergency medical services system design* (UMI Number 3422365).
- Author/Researcher, JEMS 200-City and Salary Surveys, *Journal of Emergency Medical Services*, 2004-2010
- Editorial Board, *Journal of Emergency Medical Services*, 2004-2010,
- Associate Member, UCLA Pre-Hospital Care Research Forum
- Board Member, National EMS Management Association, 2004
- Improvement Advisor Certification, Institute for Healthcare Improvement, 2010
- Six Sigma Black Belt, Aveta Solutions, 2008

Dr. Williams started his career in ambulance service in 1990 and served as a paramedic in cities across America. For the last 14 years, he has acted as an internal and external improvement advisor and expert EMS systems consultant to governmental agencies, hospitals, and for-profit and not-for-profit organizations. Dr. Williams is one of only a few researchers to study EMS system design. His published doctoral research focused on patient-centric EMS system design. Dr. Williams is known for leading objective,

ethical, evidence-based, and collegial processes that focus on the needs of the patient and the community and incorporate evidence-based and best practice methods.

Dr. Williams taught undergraduate courses in emergency services at The George Washington University School of Medicine EMS Management program and at the St. Edward's University Public Safety Management program. He has published 100 articles including the JEMS 200-City and Salary Surveys (2004-2010) and co-authored a report on EMS for the International City/County Management Association (ICMA). He is a frequent speaker and advisor on EMS improvement in the U.S., Canada, the Middle East, and Europe.

Dr. Williams is on the faculty of the Institute for Healthcare Improvement (IHI) and is an IHI improvement advisor able to support teams through leading systemic improvement. He has advised large healthcare system programs and multi-hospital improvement collaboratives in the U.S. and Europe.

He is a member of the 2013 Leadership Austin Essential Class and is Vice Chairman of the board of CommUnityCare, the Federally Qualified Health Center system serving the City of Austin, Texas.

Todd Hatley - Consultant

Education

- PhD in Business Administration, Minor in Industrial/Organizational Psychology Northcentral University, Present -
- Master of Business Administration/Master of Healthcare Administration Pfeiffer University, 1999
- Bachelor of Science in Business Administration, Cum Laude North Carolina Wesleyan College, 1989

Professional Experience

- Chief Executive Officer—Integral Performance Solutions, LLC, 2005 – Present
- Adjunct Graduate Faculty—Health Sciences, Western Carolina University, 2008-Present
- Lean Six Sigma Instructor—North Carolina State University, 2007- Present
- NC Award for Excellence Examiner—North Carolina State University, 2007
- Chief Operating Officer—HealthAnalytics, LLC, Lakeland, Florida, 2005

- Adjunct Assistant Professor-Department of Emergency Medicine, PreMIS Executive Director & Associate Director of Clinical Research—University of North Carolina-Chapel Hill, School of Medicine, 2002-2005
- Performance Improvement Coordinator — New Hanover Health Network, 1999-2001
- Director of Emergency Medical Services— FirstHealth of the Carolinas, 1997-1999

Publications, Honors, Certifications

- Using QI Data in EMS, “Improving Quality in EMS,” Iowa: Kendall/Hunt Publishing Company January 2005.
- Elderly Trauma & Air Medical Transport “Principle of Advanced Trauma Care,” New York: Delmar Publishing; 2002.
- “Flight Paramedic Scope of Practice: Current Level and Breath,” Journal of Emergency Medicine; March 1999.
- Series 65 – Register Investment Advisor
- Six Sigma Master Black Belt (SSMBB).
- Past Certified Quality Manager (CQM) – American Society for Quality

Over the last 20 years Todd has helped individuals, teams as an EMS system consultant, administrator, researcher, teacher, and improvement expert. Todd has worked with clients across North America and the Middle East on EMS system assessments, competitive procurements, and process improvement.

He has been involved in numerous EMS projects including being a taskforce member for the National EMS Information Systems, Advisory Board Member of the NCHICA Emergency Department Data Development Process, Review Team Representative for National EMS Research Agenda for the Future, and faculty member for the National Highway Traffic Safety Administration’s Quality Management Initiative.

Todd completed his Six Sigma Master Black Belt Training at North Carolina State University under Blanton Godfrey co-founder of IHI and the past CEO of the world renowned Juran Corporation. He has taught Six Sigma workshops and coached six sigma students throughout the United States and Canada.

Todd has also been involved in numerous professional organizations including being the past and inaugural president of the National EMS Management Association, past president of the NC Paramedic Association, member of the North Carolina Industrial and Organizational Psychology Association, and Todd is a senior member of the American Society for Quality.

Greg Hudson, Esq., Texas Legal Counsel with EMS Expertise

Education

- Juris Doctor, The University of Texas School of Law, 1987
- BBA in Finance, The University of Texas at Austin, 1983

Professional Experience

- Partner, Hudson & O'Leary, L.P.P., 2006-Present
- General Counsel, Montgomery County Hospital District, 1998-Present
- Partner, Hudson & Brustkern, L.L.P., 2001-2006
- Partner, Bickerstaff, Heath, Smiley, Pollan, Keyer, & McDaniel, L.P.P., 1987-2001

Publications, Honors, Certifications

- Member of the State Bar of Texas and Texas Bar Foundation. Licensed to practice in all federal courts in Texas, the United States Court of Appeals for the Fifth Circuit and the Supreme Court of Texas.

Mr. Hudson is a founding partner of Hudson & O'Leary, L.L.P., a firm specializing in local government representation, including county and municipal law. Mr. Hudson has more than 20 years of experience representing local governments and is based in Austin, Texas. His practice includes experience in health care law and emergency medical services. Mr. Hudson regularly advises Emergency Services Districts in matters related to emergency medical services law, contracting, and procurement. He has also practiced election law, including redistricting, contracts, litigation and real estate transactions.

He has served as General Counsel to Montgomery County Hospital District and outside legal counsel to Nueces County Hospital District, Tarrant County Hospital District, Brewster County Hospital District, Bexar County Hospital District, and Liberty County Hospital District in a variety of matters. Mr. Hudson has also served as City Attorney for the cities of Marfa and Presidio (TX) and served as County Attorney Pro Tem for Jeff Davis County (TX).

Sample Portfolio of Recent EMS Consulting Work

Our consultants are actively involved in consultations around the world. Here are descriptions of current and recent projects.

Mecklenburg County EMS, Charlotte, NC

A large metropolitan EMS system engaged Dr. Williams in a multi-year project to advise the leadership team to pursue enhancing their entire organization through a method known as quality as a business strategy. The process involves a multi-stage project to clarify aims, conduct stakeholder research, and map the organization as a system of linked processes and then use improvement science to measurably enhance process reliability.

Institute for Healthcare Improvement, Cambridge, MA

Since 2009, Dr. Williams has served as expert faculty and as an improvement advisor with IHI. Currently, he is working with the Research and Development team as the subject matter expert on ambulance service systems and as an improvement advisor. This spring the team is conducting two 90-day global scans to develop a strategy for improving patient safety and clinical quality in ambulance service. The work is predicted to produce 3-4 peer-reviewed papers this year. Topics include a driver diagram for ambulance service, a measurement strategy for key care pathways, an ambulance trigger tool for non-acute conditions, and an early warning score.

Hamad Medical Corporation Ambulance Service, Doha, Qatar

As part of a Hamad Medical Corporation national patient safety initiative, Dr. Williams is working with the leadership of the national ambulance service serving the City of Doha and the country of Qatar in the Middle East. Doha is a rapidly growing city of 1.8 million with a global presence. Acting as an improvement advisor and ambulance service subject matter expert, the yearlong engagement aims to design and pilot patient safety and care reliability processes. Dr. Williams supports the senior leadership team in strategic design and mentors the chief critical care paramedic leads to build new pathways and use the scientific method to rapidly test ideas to improve reliability.

Greenville County, Greenville, SC

In 2007, Dr. Williams completed a comprehensive EMS assessment of the Greenville County (S.C.) EMS system. In 2012, Dr. Williams was invited back to work with Greenville County and Greenville Health System to assess the EMS system and introduce options for transforming it into an integrated healthcare delivery model that includes nurse triage, alternative destination, and treating patients in the community using medics. Phase 1 was a review of the system and various options. Phase 2 will transform the system to a new model of delivery and efficiency.

Regional EMS Authority, Reno, NV

The ambulance system received a \$10 million innovation grant from the Centers of Medicare and Medicaid Services (CMS) to pilot use of nurse triage, community paramedics, alternative transport, and use of medics for readmission avoidance. Dr. Williams acted as an improvement advisor and supported the development of the operational plan, the driver diagram of their change concepts, and the associated measurement system. Dr. Williams trained the management team on improvement methods and coached the project leads on the first year execution of a three-year project.

Consultant Proposal Questionnaire

Johnson County is interested in entering into a relationship for Emergency Medical Service consultant who is able to assist with the development of an RFP and assistance in the evaluation of proposals. This will require a consultant who is experienced with counties in Texas and/or other public entities, and who is available and accessible to the County Staff. To assist in the evaluation of qualifications please answer the following questions:

(1) Please explain what separates your company from its competitors and what specifically qualifies you to be a consultant for Johnson County.

Medic Health is not...

- The EMS consulting firm that has been in business the longest.
- The biggest EMS consulting firm.
- The EMS consulting firm with the largest portfolio of completed engagements.

- The EMS consulting firm that writes reports and gives opinions.
- First EMS consulting firm on a Google search.

Medic Health is...

- The only EMS consulting firm that uses a modern, client centered, results-based approach.
- The only EMS consulting firm that embeds the findings of EMS research continually into our work.
- The only EMS consulting firm that begins every project by learning from what communities and stakeholders hope to accomplish from the project and then working to co-create a process to get there.
- The only EMS consulting firm to include clinical performance and patient experience as core criteria for measuring results in addition to response time reliability.
- The only EMS consulting firm that not only understands improving system design and operations, but also how to improve care quality and clinical outcomes.
- The only EMS consulting firm with a lead consultant with undergraduate and graduate degrees in the management of EMS systems.
- The only EMS consulting firm with a lead consultant who has researched and published on patient-centered EMS system design.
- The only EMS consulting firm collaborating with the Institute for Healthcare Improvement to design and improve EMS care processes around the world.
- The only EMS consulting firm working with the National Highway Traffic Safety Administration Office of EMS and National Association of State EMS Officials to lead the development of nation-wide key performance indicators for EMS.
- The only EMS consulting firm that brings a well-defined and objective proposal process with reliable scoring.
- The only EMS consulting firm with expertise in patient safety and improvement science.

(2) Please disclose your past and present financial relationship to any and all Emergency Medical Service companies. Be specific relating to disclosure of types of income including commissions, fees and overrides.

Medic Health is currently not engaged in any contract or financial arrangement with any ambulance company providing services or bidding on local community request for proposals. We do not receive any income including commissions, fees and overrides from any EMS companies.

The EMS profession in the United States is relatively small and there are just a handful of EMS consultants. As a result we have worked with EMS companies across the United States. The following are a list of EMS companies served:

- Acadian Ambulance Service (2009) – Texas market analysis
- American Medical Response (2012) – Patient care and safety improvement collaborative
- Lifeguard Ambulance (2012) – Leadership development training
- Transcare Ambulance (2005) – Leadership development training

We have also indirectly worked with mid- and senior leaders of companies (including CareFlite) through work as faculty for the American Ambulance Associations Ambulance Services Manager program and the International Academies of Emergency Dispatch Communication Center Manager programs between 2004 to 2009.

(3) Please list the number and types of RFPs you have completed in the past 12 months for any government entities. Provide at least one real example of savings realized as a result of a single RFP.

Our consultants have completed several RFPs in the last few years and one in the last 12 months.

Bastrop County, Texas (2014) – Mr. Hately managed a competitive procurement for the County of Bastrop. The incumbent provider had a tax subsidy \$382,999 per year. The RFP process resulted in a new provider, whom was a regional provider also serving a contiguous county, proposing and contracting to deliver similar or better service with no tax subsidy.

(4) Please list three of your most significant accomplishments on behalf of a government entity. For each accomplishment, please include a client or former client with phone number who can confirm each accomplishment.

Please note that while every community has an EMS system, half of ambulance service in the United States is provided by non-governmental entities. EMS consultants regularly work with local governments and provider organizations. The following is a list of only the governmental clients.

Mecklenburg EMS Agency, Charlotte, North Carolina – We lead the leadership through an organizational transformation using a process known as quality as a business strategy. The multi-year engagement included clearly defining the organizations mission, understanding the community and customer needs to align services, developing a portfolio of strategic improvement initiatives, mapping the organization's linked processes, using key performance indicators to monitor progress, and implementing a method for continuous improvement. The project changed the way the leadership manage the EMS system, reduced waste, and focused attention on key needs, which the executive director credits with aiding the EMS system to navigate what could have been a difficult year. To learn more, contact executive director Joe Penner at jpenner@medic911.org or (704) 943-6196

Regional EMS Authority (REMSA), Reno, Nevada – The ambulance authority charged with providing ambulance service to the Reno metropolitan area received a \$10 million innovation grant award from the Centers of Medicare and Medicaid Services (CMS) to develop and test EMS system design changes to improve patient experience,

enhance the care of the population, and reduce costs. We supported the leadership in developing the design of the work including the change strategy, extensive family of measures, and method for rapidly testing and improving their processes. The project is one of the only first round innovation projects to be successful and achieve its aims and it is the largest EMS award to date. To learn more, contact director Brenda Staffan at bstaffan@remsa-cf.com or (775) 851-5781. Mrs. Staffan is also co-author of the American Ambulance Association's *Structured for Quality Guide*, which is a publication created for communities to support their ambulance procurement processes.

Hamad Medical Corporation, Doha, Qatar – Hamad Ambulance Service is the national prehospital care provider for Qatar and a governmental entity. A year ago, we began working with the leadership to develop the first ambulance trigger tool to detect patient harm. The tool is now in testing and the results will be published in a research journal in 2015. Building on the work, we have now grown the project to include full system improvement effort aimed at developing and improving the essential processes and measures for key conditions including trauma, stroke, cardiac arrest, and heart attacks with the intent to publish and share the results with the industry. The leadership team is also committed to pursuing the quality as a business strategy approach described above occurring in Charlotte. To learn more, contact the CEO Dr. Robert Owen at rowen@hmc.org.qa or (+974) 4439 7504.

(5) Please list the due diligence steps you normally take before recommending an EMS Provider.

Medic Health executes projects using standardized, objective, and evidence-based processes. Our staff is responsible for the process design and reliability and does not have influence over the selection decision. Stakeholders are engaged and involved from design, through data collection, recommendations, and selection. We use data and peer-reviewed methods as our foundation and all of our processes are open source. We are also transparent with our clients and disclose all potential conflicts.

Successful selection of a qualified EMS provider is the result of an objective and clear proposal process. The proposal awarded the most points for successfully meeting the RFP criteria will be the most qualified EMS provider. To accomplish this, we take several steps:

Preparation

- 1) We clearly identify the specifications of the EMS system you want and the clinical and service outcomes you desire. This helps us understand the potential cost to serve your community.
- 2) We determine what the current and predicted call volume for the EMS system is and the distribution of insurance used by the patients to understand what the system can fund on insurance reimbursement.

We develop a request for proposal document that clearly profiles the EMS system data and your requirements. Included are minimum qualifications for prospective bidders such as confirmation they have successfully served a community of similar size and volume, proof of current financial standing, and evidence they can meet the specifications outlined in the request for proposal including references.

Proposal Evaluation

- 1) Provider organizations must meet minimal qualifications for the proposal to be accepted for evaluation. The evaluators will review and confirm minimum qualifications. Only EMS provider organizations meeting minimum qualifications are advanced for proposal review.
- 2) Reviewers use a clearly defined rubric to independently score each proposal. The proposal with the highest score is the most qualified proposal.
- 3) As part of the review process, communities currently served by the proposing EMS providers may be contacted to determine their success in serving the community and patients.
- 4) The final scores are calculated and confirmed. Any reviewer questions or concerns are discussed.
- 5) A recommendation based on the results of the complete, objective proposal process are summarized and recommended.

PAST PERFORMANCE OR SIMILAR ASSIGNMENTS

The Respondent shall demonstrate a proven track record in providing Emergency Medical Services to governmental agencies, or other relevant assignments in handling consulting services. Provide a list of recent relevant experience of key personnel and their responsibilities on similar projects.

We have experience in procuring and contracting ambulance services for communities across Texas and in other states as well. The following describe several engagements similar to your project. Most of the projects are also similar in size. We would be happy to discuss any of these projects in more detail.

Bastrop County - Bastrop, Texas

Bastrop County is an 896 square miles, central Texas County in the Austin-Metro Area with a population of 74,141. Starting in 2013, Mr. Hatley advised Bastrop County to develop a request for proposal, chose a qualified bidder, and support contracting an exclusive provider. The competitive procurement process is in progress and will conclude this year.

Brewster County - Alpine, Texas

Brewster County is a 6,193 square miles, west Texas, border County with a population of 9,316. In 2013, Mr. Hudson prepared and facilitated a competitive request for proposal, including developing an RFP and evaluation criteria, advertising the process, and the bid proposer conference. Mr. Hudson drafted, negotiated and finalized EMS services agreements for Brewster County with the selected provider for consideration and approval of the Brewster County Commissioners Court. Mr. Hudson provided legal counsel and document drafting throughout the solicitation and award process.

City of Orlando - Orlando, Florida

The City of Orlando is major tourist destination in Central Florida. The city is 110.7 square miles and has a population of 249,562. In 2009, Mr. Hatley supported the City Purchasing Department and the Orlando Fire Department to develop an RFP process for basic life support ambulance service. The RFP process included the RFP document,

scoring and evaluation process, proposer conference, and execution of the process resulting in a recommendation of reward and negotiating the contract.

Hays County Emergency Services District 7 - Wimberley, Texas

Wimberley is small town with a population of 2,625 in the Austin-Metropolitan area. In 2007, Mr. Hudson prepared a competitive RFP process for ambulance service including RFP document preparation, drafting the RFP notice and evaluation criteria, supported the proposers conference, and assisted with responses to questions. He assisted with related public information issues and outreach regarding EMS solicitation. Upon award, he drafted the proposed EMS services contract for the chosen EMS provider.

Hays County Emergency Services District 1 - Dripping Springs, Texas

Dripping Springs is small town with a population of 1,788 in the Austin-Metropolitan area. In 2003-2005 Mr. Hudson prepared a competitive RFP process for ambulance service including RFP document preparation, drafting the RFP notice and evaluation criteria, supported the proposers conference, and assisted with responses to questions. He assisted with evaluation of proposals and selection of a new EMS provider and negotiated the initial agreement and annual renewals with the chosen EMS provider.

EMS System Assessment, Design, and Improvement Experience

EMS consultants serve communities in a number of ways. Ambulance procurement projects are one service but less frequent than projects focused on EMS system audits or performance improvements. Below is a sampling of the diverse community EMS systems our consultants have worked with.

Table 1. EMS System Review Experience

Westchester County, NY	Metropolis, IL	Great Barrington, MA
Daytona Beach, FL	Kansas City, MO	Long Island, NY
San Diego, CA	Allentown, PA	Wake County, NC
Tulsa, OK	Jersey City, NJ	Ft. Wayne, IN
Bronx, NY	Tyler, TX	Ashtabula, OH
Grand Rapids, MI	Pinellas County, FL	Atlanta, GA
Merced, CA	Seattle, WA	Scottsdale, AZ
Cedar Rapids, IA	Cumberland County, NC	Cheyenne, WY

MANAGEMENT PLAN AND/OR APPROACH

Description of the approach and methodology for soliciting proposals for Emergency Medical Services on behalf of Johnson County.

Medic Health Values and Frameworks

Medic Health approaches each engagement as a partnership with a preference to deeply collaborate with client organizations and stakeholders who have valuable knowledge and experience in the community, in the EMS system, and have a vested interest in a successful outcome. The approach describes how we achieve this aim and blend adherence to state and local regulations, industry best practices, research evidence, and our diverse experience.

Aims that Guide Practice

In 2001, the Institute of Medicine released *Crossing the Quality Chasm: A New Health System for the 21st Century*.² The report included six aims for improving healthcare. These six aims are the foundation of how EMS systems should be designed and operated and are key tenants of our process.

- **Safety – Build structures and processes that enable patient and provider safety.**
- **Effectiveness – Use evidence-based processes and practices from**

² Institute of Medicine (IOM). (2001). *Crossing the Quality Chasm. Crossing the Quality Chasm: A New Health System for the 21st Century*. Washington, D.C: National Academy Press.

objective guidance and implement just the right amount to achieve the aim.

- **Patient-Centeredness – Care must be centered on the needs of the patient and include patients in improvement.**
- **Timeliness – Service is reliably on time and when and where the patient needs it.**
- **Efficiency – Reduce waste and develop effective and efficient processes that produce outcomes.**
- **Equity – Every patient deserves equal access and quality of care.**

These six aims are imbedded in our approach and the results we produce.

Evidence-Based and Patient Centered Design

Prehospital emergency care systems, like healthcare systems, should be designed and operated to provide evidence-based care and to serve patients through delivery of timely, appropriate, and effective care. EMS systems today are struggling to meet this aim.³

Most EMS systems are based on system specifications developed in the 1970s and 1980s and primarily focused on population dense communities. The primary clinical driver during that period was out-of-hospital cardiac arrest and trauma and response time reliability was a key aim. There were also a larger number of medically necessary patient transports to emergency departments making ambulances the primary care vessel; supported by medical first response. The assumptions behind these system designs are not as valid today and changes in research findings, system considerations, and the continually evolving healthcare reform effort need to shift how we look at system design.

Peer reviewed research on clinical and operational practices in the EMS environment provide guidance in a number of areas that should guide system design.⁴ There is consensus that EMS can influence outcomes in several care pathways including ST-

³ Eckstein, M. (2013, December). The ambulance industry struggles to go the distance. *Health Affairs*, 32(12). 2067-2068.

⁴ NHTSA. (2001, Dec. 31). National EMS Research Agenda. NHTSA: Washington, DC.

Elevation Myocardial Infarction, Stroke, Trauma, Respiratory Distress, and Sudden Cardiac Arrest.⁵ This expanded scope of key care areas must be included in system design considerations, but they may only represent a third to half of ambulance requests.⁶ Nearly 50% of calls are low acuity or basic life support emergencies and also deserve consideration. System design should include attention to these evolving considerations.

The Institute of Medicine (IOM) report on ambulance systems in America titled *EMS at the Crossroads* devotes a chapter to describing the development of the 21st century emergency care system.⁷ It specifically discusses the current challenges of fragmentation, lack of coordination and accountability, a need for system integration, and the value of regionalization of services. It makes several recommendations that are very relevant to local communities and integral to system design considerations.

The Affordable Care Act is transforming healthcare policy providing the right care, at the right time, and at the most efficient cost to the patient. This has resulted in changes in payment policy and is expected to eventually trickle down into ambulance service. While the exact future is unclear, we expect and are already seeing a paradigm shift that the 911 call and ambulance transport is considered a failure of the healthcare system and attention is moving to prevention, navigation, alternative transport, and more appropriate destinations rather than emergency departments. While ambulance requests may temporarily increase with greater access to health coverage, many predict the number of ambulance transports will decline over time as health plans, hospital systems, and others focus attention on better managing the health of the population.

These considerations may initially appear as major challenges to communities and EMS systems. We view these emerging changes differently because they provide the incentive

⁵ National EMS Advisory Council (2009, December). *EMS Makes a Difference: Improved clinical outcomes and downstream healthcare savings. A Position Statement of the National EMS Advisory Council*. Washington DC: NEMSAC.

⁶ Institute for Healthcare Improvement (2014, March). *Improving Prehospital Emergency Care Reliability & Safety, Wave 30*, Cambridge, MA Research & Development Team Report

⁷ Institute of Medicine. (2006). *Emergency medical services at the crossroads*. Washington, DC: The National Academies Press.

and permission to begin with the patient in mind, define evidence-based care pathways, and then develop system designs that can achieve them in effective and efficient ways. Beginning with evidence-based design and a focus on outcomes offers a strong foundation for effective system design.

Approach to Achieve the Scope of Work

This section describes the approach to achieve the scope of work outlined in the Request for Proposal. We predict that these steps may be further defined and enhanced with input from Johnson County.

Project Management & Meetings

Competitive procurement processes are extended projects with many steps and deadlines, multiple documents, and frequent stakeholder engagement. Onsite work is essential and is supported by effective offsite action periods. We use a number of tools to support projects including a project management system and a web-meeting platform.

Steering Group Meeting & Project Charter

At the start of the project, we welcome coming to Johnson County and meeting with key stakeholders. The aim of the meeting serves several objectives:

- Introduce Johnson County stakeholders and the Medic Health
- Confirm clear understanding of the scope of work
- Predict barriers or constraints to the work
- Define key quality indicators of a successful engagement
- Discuss and define timelines for key project milestones
- Establish a preferred communication plan and regular progress reporting
- Define assessment points to review progress and plan next steps
- Develop a project charter that describes what we co-create

In our experience it is important to meet early in the process and agree to an objective project charter. This enables us to create shared expectations, be aligned on milestones and timelines, and prevent predictable failures. It also supports establishing a positive working relationship early and provides us with time in the community.

Review Existing Contract and Compliance Materials

Existing contract documents and any reporting related to the EMS system and incumbent provider are helpful to aid understanding your current EMS system. We will review all available materials and meet with Johnson County staff to appreciate the context around the contract and to identify what you see as the successes and opportunities for improvement to build upon for your next contract.

Review and Identify EMS System Design Options

We will work with Johnson County stakeholders to support defining and outlining the core structure of the EMS system for the county. This will include the EMS system delivery model, performance expectations, incentives and penalties, and other specifications necessary for executing the competitive RFP process.

The process will include learning the specific aims the community and key stakeholders have for the EMS system and any known or predicted constraints (e.g. subsidy, revenue) to consider. When applicable we will develop and present EMS system design concepts that meet these aims and conform to your known constraints.

EMS System Design Concepts may include:

- **Structural Attributes of System Design**
- **Public Policy Options Matrix**
- **Geographic Scope**
- **Standard Setting and Enforcement**
- **Division of Functions**
- **Production Strategies**
- **Service-Area Allocation**
- **Consequences of Chronic Failure to Perform**
- **Business Structure and Financing Strategy**
- **Management Level Required⁸**

There will be plenty of opportunity to ask questions, provide input, and propose modifications. It's important we support you in appreciating the potential and

⁸ American Ambulance Association (2008) *EMS Structured for Quality*. McLean, VA: AAA. P.14.

limitations of key considerations and we will continuously provide attention to outcome-based considerations that provide sustainable assurances to Johnson County while leveraging the innovation of the prospective bidders for the benefit of the patient and taxpayer.

Review Relevant EMS Ordinances and Policies

We review any ordinances or related policies within Johnson County addressing the EMS system and ambulance service. The review includes confirming the request for proposal document adheres to local considerations and also assures that local ordinances or policies do not conflict with what the county is trying to accomplish with a competitive RFP process.

Request for Proposal Process Execution Strategy

The timeframe from the start of the process to the beginning of a new EMS provider can vary and depends on the will of the community and the complexity of the contract. Reaching consensus on the preferred timeframe for full execution of the process is important at the start of the engagement and will inform the execution strategy milestones and their deadlines.

The American Ambulance Association *EMS Structured for Quality* requires several specific minimum standards for an ambulance procurement process. The proposed process adheres to the minimum requirements the AAA recommends.

At the start of the RFP process it's important to establish specific process and policies for:

- The submission of responses;
- Receiving responses;
- Response evaluation;
- Response rejection;
- Award notification;
- Protests and appeals; and
- Contract cancellation

Table 2. EMS RFP Process Steps

-
1. Review system design options and establish new EMS ordinance
 2. Develop the RFP Documents
 3. Advertise and issue the RFP documents
 4. Conduct pre-procurement process conference
 5. Proposals due; review may include written materials and references, oral interviews or presentations, or site visits.
 6. Selection committee announces recommendation
 7. Johnson County approves recommendation
 8. Final contract negotiations
 9. Contract Execution
-

Source: American Ambulance Association *EMS Structured for Quality*

Develop the Request for Proposal Document

Our approach to developing request for proposal documents is to include only the details required for potential bidders to understand the specifications and expectations we provide a clear description of expectations of the proposal submission and how proposals will be evaluated.

The RFP includes specifications across several categories including the following:

Table 3. AAA Recommended Content of the RFP Document

Clinical and response-time performance
Medical communications center options
Quality of equipment and maintenance
Cultural diversity
Customer service
Community education and information program
Fair accounts and receivables practices
Cost control and risk management
Key management personnel
Treatment of incumbent workforce

Source: American Ambulance Association *EMS Structured for Quality*, pg. 70

Medic Health achieves inclusion of these recommend categories by organizing the RFP document based on the criteria used for the Texas Quality Foundation and based on the Baldrige Criteria for Performance Excellence (see table 4).

Medic Health will write a draft RFP with the approved elements. The RFP draft document is an original and written specifically for the Johnson County EMS system. The RFP document is not a template or cut and pasted from other RFPs created for other EMS systems. This assures the document is specific to the needs and requirements of Johnson County. The complete draft RFP will be submitted to Johnson County for internal review and requested revisions will be addressed as necessary. The drafting of the RFP document is a collaborative process and will require continuous communication and input from the Johnson County staff, stakeholders, public officials, and other groups/individuals as necessary.

Advertise and Issue RFP to Qualified Prospective Bidders

A successful RFP process requires a minimum of two (2) qualified bidders. We recommend multiple methods for advertising and issuing the RFP to qualified bidders including:

- Posting RFP on Johnson County Purchasing website
- Nationwide RFP databases
- Notify Texas Ambulance Association
- Notify American Ambulance Association
- Notify known qualified regional and national ambulance companies

The intent is to reach all qualified and interested ambulance companies early in the process. We will work with Johnson County to develop the appropriate plan that will support broad notification.

Table 4. 2013-2-14 Criteria for Performance Applied to EMS RFP Categories

Category	Sub-Categories	EMS RFP Context
Organizational Profile	Organizational Description	Describes the organization, its core competencies, governance, and mission, vision, and values.
	Organizational Situation	
Leadership	Senior Leadership Governance & Societal Responsibilities	Describes organizational authority, key leadership roles, compliance and risk, ethics and social responsibility, and community engagement and partnership.
Strategic Planning	Strategic Development Strategic Implementation	Describes the organizations process to plan forward for changes in the local, regional, and national market and have a formal process to scan, create action plans, and execute to continuously align the EMS system for sustainability.
Customer Focus	Voice of the Customer Customer Engagement	Describes how the organization solicits and engages patients and community stakeholders in understanding the EMS system quality and to enhance improvement and reliability.
Measurement, Analysis, and Knowledge Management	Measurement, Analysis, and Improvement of Organizational Performance Knowledge Management, Information, and Information Technology	Describes the methods the organization uses to analyze data over time to understand reliability to improve performance, reduce variation, and address attributable causes. Includes low and high tech methods to access and share essential data to support performance effectiveness.
Workforce Focus	Workforce Environment Workforce Engagement	Describes how the organization develops employee capability and capacity across employee groups. Includes focus on engagement, development, compensation, and customer service training.
Operational Focus	Work Processes Operational Effectiveness	Describes organizational approach to establishing key health care and business processes. This includes meeting patient expectations and continual improvement. It also includes waste control, supply-chain management, and employee safety.
Results	Health Care and Process Results Customer-Focused Results Workforce Related Results Leadership & Governance Results Financial and Market Results	Describes the portfolio of measures and performance expectations for an organization and the results it aims to achieve. This includes response time reliability, key care pathways, safety, employee measures, and financial viability.

Source: Adapted 2013-2014 Baldrige Healthcare Criteria for Performance Excellence

Conduct Pre-Procurement Process Conference

A pre-procurement process conference with prospective bidders is an important event early in the RFP process. The aim of the conference is to provide a forum for potential bidders to receive answers to any questions about the RFP and the process. This will be the only time questions will be received and answered and all bidders are provided equal opportunity to participate and receive the uniform information. Written summaries are optional, but must be distributed to all known potential bidders.

We recommend hosting the pre-procurement conference via a web meeting. This enables both local and national EMS providers to participate and it reduces the burden and time commitment for the EMS providers and county staff. The date, time, and details of the conference are included in the RFP document and are scheduled for early in the process to allow prospective bidders to review the RFP, bring questions, and provide answers with ample time to draft proposals. We will support Johnson County staffs to schedule, plan, and facilitate the conference.

Proposal Review and Scoring

The proposal review and scoring process is critically important to the success of the RFP process. Failures in this process have been associated with bidder challenges and litigation in recent years. Many of the protests include questioning panel member objectivity, inter-rater reliability, and subjective scoring rubrics absent of operational definitions. See the appendix for a recent article in *EMS Insider: Broken Bids: It's Time to Reform the Ambulance Procurement Model*.

To reduce risk to Johnson County and to provide a fair and transparent process to the prospective bidders, the proposal review and scoring process must be simple to understand, well defined, transparent, and the process must be executed as described with assurances to prevent error. This section describes the proposed submission, review, and scoring of proposals process for Johnson County.

The first step is identifying who will review the proposals and securing their time for immediately following the proposal deadline. We will also work with the Johnson

County staff to identify the ideal review committee member characteristics. Potential review panel members include:

- Accountant
- Local Medical Director
- Executives from another Johnson County entity
- Community Representatives
- Outside EMS experts⁹

Legal counsel and our consultants are involved as non-voting facilitators and advisors.

Proposals will be submitted in paper and electronic formats in sealed boxes by a prescribed date and time. Late proposals will not be accepted. Using a checklist, all proposals are reviewed to confirm inclusion of the required elements and the EMS providers meet minimum qualifications.

The review and scoring of the proposals will take some time. We may include orals from the bidders to support the reviewers in asking clarifying questions about proposal details to support the scoring. These orals are not presentations or interviews, but for clarification purposes.

Medic Health will develop the files required for the panel review including agendas, operational definitions, scoring worksheets, and other guidance. We will oversee and facilitate the proposal review process and assure it follows the process described in the RFP document and RFP procedures exactly. We will inform and advise the review panel members at every step of the review and answer questions as appropriate

At the close of the review committee, Medic Health will calculate the score and provide a written summary of the findings and recommendations of the review panel to Johnson County staff.

⁹ American Ambulance Association (2008). *EMS Structured for Quality*. McLean, VA: AAA. P.69.

Contract Negotiations

Following notification of intent to award, Medic Health's counsel Greg Hudson, Esq will support Johnson County staff in negotiations and modifications with the chosen provider to efficiently reach a final, agreeable contract. He will also assist the Johnson County staff with drafting the agreement with the chosen provider. The agreement may be drafted using a specific Johnson County agreement template modified to meet the scope of the RFP and proposal considerations. We also have examples of agreements used in Texas and across the United States that may support drafting the agreement.

Summary

Reaching a transparent, objective, and fair selection of an EMS provider results from well-defined specifications, sound design, a clear process, and a smooth execution. An effective RFP can support selection of a qualified EMS provider who can be a strong community partner and quality service provider.

FEE PROPOSAL

All submissions must include a detailed fee proposal in a format that relates directly to the Consulting Services in the RFP. Fee proposals shall include all direct and indirect costs, including profit and overhead for the entire project. Fee proposals are subject to negotiation. Other specifics about compensation are stated in Section Compensation of this RFP. Provide an outline of hourly rates for your services, as well as any proposed fee schedule you would like to have considered.

The price proposal is summarized in Table. The total project cost quote is all-inclusive and there will be no additional fees, charges, or expenses under the described scope of work. We welcome negotiating with you to reach the appropriate balance that achieves your scope of work and meets your budget.

Table 5. Summary of Price Proposal

<i>Professional Time & Fees</i>	<i>Hours</i>	<i>Price</i>
Steering Meeting & Project Charter	12	\$3,000
Contract & Compliance Report Review	4	\$1,000
Identify System Considerations	4	\$1,000
Review Ordinances and Policies	4	\$1,000
Develop RFP Documents	24	\$6,000
Distributing RFP to Qualified Bidders	4	\$1,000
Pre-bid Conference	4	\$1,000
Proposal Review and Evaluation	24	\$6,000
Contract Negotiations	16	\$4,000
Total Professional Service Fees	666	\$24,000
<i>Expenses</i>	<i>Units</i>	<i>Cost</i>
Lodging @ \$85/Night	5	\$425
GSA Mileage @ \$0.6/mile	1,050	\$630
GSA Per Diem @ \$85/person/day	7.5	\$638
Total Expenses		\$1,693
Total Proposal Cost (All Inclusive)		\$25,693

Table 6. Estimated Project Timeline

Tasks	Days	Start	End
Consultant Contracting	13	12/23	1/5
Steering Meeting & Project Charter	4	1/5	1/9
EMS Contract & Compliance Report Review	11	1/5	1/16
Identify System Considerations	11	1/5	1/16
Review Ordinances & Policies	11	1/5	1/16
Develop Recommended Specifications Outline	7	1/16	1/23
Consensus Approval of RFP Specifications Outline	0	1/30	1/30
Develop RFP Documents	35	1/30	3/6
Review and Revisions	7	3/6	3/13
Approved Final RFP Document Prepared	0	3/20	3/20
Distribute RFP to Qualified Bidders	0	3/23	3/23
Receive Bidder Questions	0	3/30	3/30
Pre-Bid Conference	0	4/3	4/3
Ambulance Bidder Proposal Production Period	42	3/23	5/4
Proposals Due	0	5/4	5/4
Proposal Review & Recommendation	2	5/6	5/8
Recommendation to Council	0	5/8	5/8
Selection Announced	0	5/13	5/13
Protest/Appeal process	7	5/13	5/20
Contract Negotiations	15	5/21	6/5
Contract Execution	0	6/5	6/5
EMS System Start-Up	117	6/5	9/30
New Contract Begins	0	10/1	10/1

Table 7. Invoice and Fee Schedule

Month	Consulting Hours/Expenses	Payment Due
January 1, 2015	24 + Expenses	\$7,693 (\$6,000 + \$1,693)
February 1, 2015	16	\$4,000
March 1, 2015	12	\$3,000
April 1, 2015	4	\$1,000
May 1, 2015	24	\$6,000
June 1, 2015	16	\$4,000
Total	666 Hours + Expenses	\$25,693

*Additional scope of work (e.g. consultant support for new contractor handover and startup) may be added at \$250 per hour plus out-of-pocket expenses.