

Ambulance



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April 6, 2015

The Honorable E. Ray West, III
Judge of Brown County
Brown County Courthouse
200 South Broadway, #322
Brownwood, Texas 76801-3136

Dear Judge West:

It was a pleasure speaking with several area representatives of Brown County, the surrounding cities and local healthcare providers regarding the ambulance and emergency medical services (EMS) situation in your area. It is obvious to me there is a high level of interest in developing a plan that provides the area with a superior level of prehospital care and transportation and I thank you for allowing me the opportunity to provide this proposal for services. Health Care Visions is pleased to submit this proposal for your consideration outlining our desire to provide certain consulting services to you and your citizens. Health Care Visions and its associates stand ready to provide an accurate, objective and *solution-based* evaluation of your emergency medical services (EMS) needs and subsequent procurement process by bringing a team of experts with national experience in both rural and urban-based solutions to this project.

The handpicked team of professionals working on this project will be led by Health Care Vision's locally-based president and owner Steven L. Athey; this team of EMS experts measures their experience in decades. We look forward to your review of this proposal and we welcome any questions and comments you may have.

Sincerely;

Steven L Athey
President
Enc.

April 13, 2015
(Exhibit #3)



HEALTH CARE VISIONS

Proposal for

Brown County, Texas

**EMS System Request for Proposal (RFP) Development
and Provider Selection**

April 2015

**Steven L. Athey
Health Care Visions
201 Morning Dove CT
Argyle, TX 76226
Phone: (940) 367-3280
slathey@hcvems.com**

OVERVIEW AND PROJECT UNDERSTANDING

Health care in America is rapidly changing and Emergency Medical Services (EMS) system face ever-increasing challenges as leaders attempt to find better ways to provide safe, efficient and competent pre-hospital care and transportation for their patients at a cost that is appropriate for their citizens.

Health Care Visions was contacted by area governmental representatives and this proposal is a result of our interest in providing the following scope of services:

Health Care Visions will provide an evaluation of the current EMS system and environment (assets and resources) and will develop a request for proposal (RFP) based on the needs of the system and desires of the governmental entities.

Health Care Visions will guide the procurement process resulting in the selection of a qualified provider and new EMS contract.

Health Care Visions proudly presents this proposal with the belief that this firm and its associates provide the *right* choice as the County seeks a *solution-based* consulting firm. Health Care Visions has been providing professional EMS consulting for over a decade and has a growing list of satisfied customers.

The reviewers will see how the primary consultants for this project measure their EMS experience in decades and have a history of healthcare, business, and EMS successes. Steven L. Athey has over thirty eight years of related EMS experience to bring to this project. He will lead a network of industry specific experts that can bring additional expertise and talent to this project when needed, while keeping the approach focused and based on realistic solutions.

SECTION 1: CONSULTING TEAM

Health Care Visions will provide Steven L. Athey as the primary consultant on this project. If needed a customized team of experts can be assembled to meet the requirements of this project. A list and short biography of the team for this project is included below. The team will be organized in the following manner:

***Steven L. Athey, President/Owner** – Health Care Visions will serve as the primary project coordinator and contracting agent for this project. Mr. Athey will have primary responsibility for the satisfactory completion of the work plan.*

Steve Athey is the President/Owner of Health Care Visions based in Argyle, Texas. Steve functions as the owner and lead consultant for the firm, providing general consulting to a variety of firms across the country for the past eighteen years. Steve founded this consulting firm after spending over thirty-eight (38) years in the ambulance business. Beginning with employment as an EMT in Eugene, Oregon, Steve's career spans a wide variety of experiences in the EMS industry.

Health Care Visions provides innovative, client-specific EMS consulting services to customers across North America. Incorporated under the name Steven L. Athey, Inc., the company draws on the expertise of contracted professional associates in service to a wide range of clients across the United States and Canada. A flexible consultant-based business structure allows for the better utilization and specialization of personnel with significantly low overhead costs, a savings Health Care Visions is able to pass on to the company's clients.

Prior to owning his own firm, Steve was the Regional Vice President for Rural/Metro Corporation where he was responsible for the company's ambulance operations across the state of Texas. Prior to that position, Steve was the Regional President for MedTrans' Northern California operations. His responsibilities included oversight of multiple sites and approximately fifty million dollars (\$50,000,000.00) in annual revenue. Steve has also operated two (2) very large *high performance systems* specializing in efficiencies and deployment strategies.

Two systems under Steve's direction have been recipients of the *Texas EMS System of the Year Award*. Steve has developed and launched integrated transportation networks in managed care environments. He reengineered and consolidated an entire division of four (4) individual sites, resulting in improved efficiencies of operations.

Steve is a member of the American Ambulance Association and the Texas Ambulance Association, where he has served the Associations as a board member, committee chair and Ethics Committee member. He holds a Master's Degree in

Business from Texas Wesleyan University where he teaches in the School of Business.

Additional Team Members

If needed, Health Care Visions can call on some of this industry's most talented experts for the completion of specific tasks.

David A. Shrader, President/Owner – The Polaris Group

Dave Shrader specializes in the design and implementation of Public Safety and EMS systems. As the former Chief Operating Officer of the HCA Medical Transportation Company, he implemented the Pinellas County, "SunStar" high performance public utility model contract. He was formerly a Corporate Vice President and the principal architect of EMS bid strategies and served as CEO, Georgia Operations for American Medical Response.

David has personally managed the national EMS billing operation for a major private ambulance company and has served in the role of Interim Chief Financial Officer for another. He has had firsthand experience in Hospital Based, Fire Based, Third Service, Public Utility Model and Private High Performance EMS design, implementation and management. David has extensive experience in business development including: mergers and acquisitions, joint ventures, technology acquisition and contractual relationships. David implemented and the Pinellas County, Florida Ambulance Dispatch Center which has been studied for nearly two decades as a model system, incorporating advanced technology, state-of-the-art communications, priority dispatch and advanced deployment methods.

David remains active as a firefighter, former Vice Chair of the Board of Directors, qualified fire department engineer and Deputy Chief in his local fire department and volunteers as an EMS provider in his County's public EMS system. David has participated in the design, implementation and operation of several of the largest and highest performance EMS systems in existence. He also has experience in designing and implementing innovative managed care and out-of-hospital healthcare delivery systems in Northern and Southern California, Seattle, Mexico and Argentina.

David A. Higson, CPA Healthcare Consultant, is available to review all pertinent financial and accounts receivables information.

David Higson's professional financial experience spans over thirty five years with extensive experience in the transportation and healthcare industries. David's experience has centered on senior level financial management, accounting,

budgeting and revenue cycle management in both the transportation and EMS markets.

David served as a Senior Vice President of Finance, and Chief Financial Officer for MedTrans Corporation (a wholly-owned subsidiary of Laidlaw). MedTrans provided a full range of medical transportation services from basic patient transit to the most advanced emergency care and pre-hospital assistance. It operated emergency (9-1-1) calls and response services for large and small communities all across the US.

David's responsibilities included the management and oversight of the Controller, Human Resources department, Accounts Receivables and Reimbursement, Risk and Safety, and Information Systems. Between June 1993 and May 1997 MedTrans grew from \$60 million to over \$650 million and David played a key role in the acquisition and integration of over 100 companies that comprised the nation's largest medical transportation company and its subsequent integration with American Medical Response.

David also gained extensive experience in the transportation industry working with Laidlaw who was the largest private contractor of student transportation in North America. David led a financial turnaround in the northeast region from losses of \$12 million per year, to a 13% profit making it the most profitable school bus operation within Laidlaw. The region grew to nearly \$250 million under David's leadership.

Additionally David has served as a manager with Clarkson Gordon (Canadian affiliation of Arthur Anderson) Coopers & Lybrand (now PriceWaterhouseCoopers). David is a graduate of Wilfred Laurier University, Waterloo Ontario, Canada (1970) with a Master of Business Administration, in Economics and Marketing David is a Chartered Accountant (CPA equivalent)

SECTION 2: PROJECT APPROACH/SCOPE OF WORK

Emergency Medical Services (EMS) and other transportation systems are complex organizations that combine features of medical practice, healthcare management, community service, production and distribution, sophisticated technology, and healthcare finance. Each EMS system design contains many interrelated components.

As a result, changes made to any part of the system are likely to affect other system components. Therefore, it is important to fully understand the current system environment, design, assets and resources, including which components work well and which are in need of improvement, before comprehensive recommendations can be safely prescribed.

This project will result in Health Care Visions initially providing a system evaluation, gathering data and information to assist in the procurement and RFP development.

Health Care Visions anticipates the following scope of services, steps, and timelines for the project.

Phase 1 –System Evaluation

Scope of Services – Anticipated time to completion – 2 to 5 weeks

1. Provide an interim coverage plan to ensure ongoing coverage in the event of a system failure.
2. Meet with key system participants and stakeholders (cities and county representatives, fire chiefs, ambulance committee, hospital representatives, etc.) to understand the metrics of the coverage area.
3. Identify and evaluate all system call volume (potential and actual) assets and any other revenue sources; note how these can be maximized, and recommend those changes which are desirable,
4. Collect and evaluate all other relevant data.
5. Formulate a series of ambulance delivery options, complete with an analysis of relative operational and financial strengths and weaknesses for review by the County and/or its representatives.

Phase 2 – RFP Development and Procurement Process

Scope of Services - Timelines

1. Using the data and information gathered in Phase 1, develop and seek approval of a request for proposals (RFP) to be advertised and released for EMS and ambulance services. *Approximate RFP release June 15, 2015.*

2. Advertise, hold and facilitate a bidders' conference; providing all interested parties an opportunity to clarify any questions or concerns about the RFP.
Approximate date July 1, 2015.
3. Assist in the development of a selection committee to evaluate the proposals.
Approximate date, July 1, 2015.
4. Receive, evaluate and begin scoring the proposals through the use of the selection committee. *Approximate date August 10, 2015.*
5. Provide recommendation for a qualified service provider to the County, moving through County approval process. *Approximate date August 24, 2015.*
6. After approval process begin negotiations with recommended provider, finalizing contract. *Approximate date October 1, 2015.*
7. Monitor transition process until start date of January 1, 2016
8. Provide 90 day assessment to the County of new provider start-up progress.
March 31, 2016

SECTION 3: PROPOSED FEE

Health Care Visions will provide the comprehensive services outlined in this proposal for a fixed price for professional fees. The all-inclusive fixed price methodology protects the customer from cost overruns and unforeseen expenses, allowing one to budget the future expense without concern.

Health Care Visions proposes:

Phase 1 & 2 – All-inclusive fixed price \$20,00.00

If the scope of work is increased or decreased during or prior to contract execution (see Attachment #1 for a copy of Health Care Vision's draft contract), Health Care Visions will gladly adjust this price accordingly.

Expenses – Not to Exceed \$5,000.00

Expenses are charged "at cost", without mark-up. Expense are charged as a "not to exceed" cost of \$5,000.

Health Care Visions makes the complex--simple and offers strategic, extensive experience in solution-based analysis, critical thinking and implementation. You will make the *right choice* when you select the team of professional consultants from Health Care Visions – we stand ready to assist in the development of a *solution-based* EMS review and procurement process.

SECTION 4: REFERENCES

Health Care Visions has been actively involved in a variety of consulting projects both in EMS and in the field of management education over several decades. Those projects presented here will provide the reviewers with a listing and description of those projects that are similar in nature to the proposed Brown County project. A complete list of client references is available upon request.

Houston County/City of Crockett, Texas

Judge Erin Ford, 401 E. Goliad Avenue, Suite 201, Crockett, Texas 75835 (936) 544-3255

Houston County was served notice by its ambulance provider that they were vacating their contract in 90 days. Health Care Visions provided a plan to ensure the County had ongoing "emergency" ambulance services after contract expired. Health Care Visions provided an evaluation of the current EMS system and environment and a feasibility study providing recommendations/options to the County for the provision of ongoing, stable and sustainable operations. Health Care Visions provided a process that resulted in a new provider starting services, avoiding any service interruptions.

County of Rockwall Emergency Services Corporation

Lorie Grinnan, City County Commissioner, 101 East Rusk, Rockwall, Texas 75087 (972) 204-6020

Rockwall County was facing increasing subsidy requests and needed some advice and consulting regarding appropriate subsidy levels. Health Care Visions was retained to provide a full system analysis complete with recommendations on improving system design and contractual compliance. Steven Athey remains as a consultant to the board assisting in ongoing EMS operational issues.

Washington County (City of Fayetteville), Arkansas

Hugh Earnest, Washington County, 280 North College, Suite 100, Fayetteville, AR 72701, (479) 841-8549

Washington County through a contractual relationship with a not-for-profit provider provides EMS to most of the County residents. Last year this county

decided to investigate a new and improved system design to ensure efficient EMS for the foreseeable future. Health Care Visions has provided a complete system analysis and “road map” for modifying their system.

City of Jacksonville, Texas

Bill Tackett, City Manager, 301 East Commerce, Jacksonville, TX 75766

(903) 586-3510

The City of Jacksonville currently operates EMS through its fire department and has faced a number of operational and fiscal challenges. Health Care Visions has been retained to provide a number of services including,

- evaluating the status of the current fire based EMS system, comparing it to nationally accepted standards and characteristics,
- providing an operational and fiscal analysis, with information and recommendations for the short and long term that address the specific issues identified and,
- providing system design options that are fiscally responsible, and that will improve the efficiencies of the overall system.

Hall Ambulance, Bakersfield, California

Jon Surface, Director, 1001 21st Street, Bakersfield, CA 93301-4792

(661) 322-1625

Hall Ambulance is one of five providers (private and public) operating in Kern County California. This company is facing competitive challenges, and system redesign ramifications. Health Care Visions has been retained to:

- Provide a complete operational and fiscal system evaluation
- Provide an internal evaluation and make detailed operational and fiscal recommendations for improvements
- Function as a liaison to the Kern County EMS consultant on redesign issues
- Guide the organization through national accreditation

Emergency Medical Care, Inc. (EMC)

Tim Coolen CEO, 1496 Bedford Highway, Bedford, Nova Scotia B4A 1E5

(902) 832-8329

EMC provides the ambulance transportation services for the province of Nova Scotia, Canada. This province (about the size of the state of Maine) is mostly rural, with 90% of the population living in just 3% of the geography. Health Care Visions was recently retained to provide consulting services to this organization, with the following scope of services:

- Provide a complete system review and analysis
- Review the System Status Plan and process, and recommend improvements.
- Develop a personal/professional development plan for the System Status Manager
- Review and provide comments/suggestions regarding the contractual relationship between the contractor and the Department of Health
- Guide the organization through national accreditation

Monterey County, California

Chris Le Venton, EMS Administrator, 19065 Portola Drive, Suite I, Salinas, CA 93908

(831) 755-5013

Monterey County currently contracts for EMS services with one private EMS provider and several fire department EMS providers. The private provider is currently seeking a significant rate increase in the final extension year of their contract. Health Care Visions has been retained to:

- Evaluate the current EMS situation and mediate/negotiate through the rate increase process;
- Provide financial consulting in the study designed to identify all EMS associated costs/revenue ;
- Provide contingency planning for continued EMS services.

Anderson County, South Carolina

Thomas P. Keeler, Special Counsel, 105 East North Street, Greenville, South Carolina 29601

(864) 271-4940

Anderson County currently contracts for EMS services with one private EMS provider and seven not-for-profit providers. Health Care Visions has been retained to:

- Evaluate the current EMS situation;
- Negotiate and retain EMS services through a competitive bid process;
- Work with county stakeholders to design a long-term EMS solution, involving all system providers;
- Implement and oversee EMS provisions during transition period; and
- Assist in strategy and policy development in a retainer capacity.

Grayson County, Texas

Jeff Schneider Purchasing Agent 100 W. Houston, Sherman, Texas 75090

(903) 813-4259

Grayson County incorporates a large rural component in two of its seven ambulance districts. These rural areas did not provide enough ambulance fee revenue to sustain service without large government (county) subsidies. The county currently contracts for EMS services with a private EMS provider. Recently that provider had given notice of intent to terminate its contract for services. Health Care Visions was retained by the county to provide the following scope of services:

- Evaluate and analyze the current EMS situation and system design
- Negotiate and retain EMS services for an interim period
- Work with county stakeholders to design a long-term EMS solution including a system re-design
- Implement and oversee the provisions of the system re-design and EMS during the transition period
- Develop and direct a competitive procurement process

Cape Fear Valley Hospital

*Walter J. Ainsworth, Director of Operations, 610 Gillespie Street, Fayetteville, NC
28306-1544*

(910) 485-4191

Cape Fear provides EMS for Cumberland County, in the Fayetteville, North Carolina area. Health Care Visions was retained to:

- Complete a full system analysis including all first responder components;
- Complete a full financial analysis of the system including recommendations for improvement; and
- Provide recommendations for operational improvements and strategic planning for future stability.

Metropolitan Emergency Medical Services (MEMS)

John Swanson, Executive Director 1101 West 8th, Little Rock, AK 72208

(501) 301-1400

MEMS is a public utility model ambulance service providing emergency and non-emergency exclusive ambulance service to the cities of Little Rock and North Little Rock. This system operates both a large urban component as well as a rural component in central Arkansas. The Little Rock Ambulance Authority retained Health Care Visions when employee upheaval threatened the stability of the system. Health Care Visions' scope of work included:

- Emergency on site management and employee intervention
- On and off-site system analysis and recommendations
- Report generation to the Ambulance Authority and City Council
- Supervisory selections
- Executive search assistance
- Public relations planning
- System measurement and follow-up reporting

Hunt Memorial Hospital District (HMHD)

Mike Hudson, EMS Director 4215 Joe Ramsey BLVD. Greenville, TX 75403

(903) 408-1428

This hospital district has been given the governmental authority to regulate the provisions of ground ambulance services for Hunt County. HMHD currently

contracts out the provision of EMS to a private contractor, and has investigated other options.

Health Care Visions scope of work with this client is:

- Provide national industry expertise to the County's ambulance sub-committee
- Investigate system designs from around the country that would be applicable to Hunt County
- Investigate and report on healthcare funding issues applicable to hospital based systems, part A and part B, specific.
- Present options to the sub-committee and Board of Directors
- Recommend and council on chosen option
- Develop request for proposal (RFP) for upcoming bid
- Led the pre-bid conference, and bid process

CONSULTING AGREEMENT

THIS AGREEMENT is made by and between Brown County ("Client") and Health Care Visions ("Consultant").

WHEREAS, it is the desire of Client to engage Consultant to perform certain consulting services in the field of emergency medical services and related areas on Client's behalf; and,

WHEREAS, it is the desire of the Consultant to undertake for Client such services on the terms and conditions as set forth herein.

NOW THEREFORE, in consideration of the mutual promises contained in this agreement and for other good and valuable consideration the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **Services.** Consultant will provide general consulting services, as described in the proposal titled "Health Care Visions, Proposal for Brown County EMS System RFP Development and Provider Selection, April 2015"
2. **Term.** The respective duties and obligations of the parties to this agreement shall be for a period of 1 year or until the project identified herein is completed, if earlier. The Client may terminate this agreement without cause upon thirty (30) days written notice to Health Care Visions.
3. **Compensation.** For the services to be rendered under this agreement the Client shall pay to Consultant \$20,000 payable 1/3 upon contract execution and 1/3 payable upon the release of the RFP and the final 1/3 payable upon an execution of an agreement with the selected ambulance provider.

Client shall reimburse Consultant for all reasonable expenses incurred in connection with the performance of the services to be rendered hereunder. Such expenses shall include, travel, hotel, meals, auto rental or mile reimbursement, printing and design services, audiovisual rental, video production/post production, electronic distribution of news releases, clipping services, advertisement placement and the like. All expenses are charged at cost without markup. Consultant shall not incur any single expense item in excess of \$500 without the prior approval of Client. Total project expenses will not exceed \$5,000.

4. **Nondisclosure.** Consultant will not disclose any confidential information including, without limitations the purpose of this agreement or trade secrets of Client, regardless of whether the confidential information or trade secrets have been conceived or developed, in whole or in part, by the efforts or investment of Client or by others.

The terms "confidential information" and "trade secrets" as used in this Agreement shall include, without limitation, the whole or any portion of confidential methods

and specialized techniques of the business operations of Client and any other information concerning the business or affairs of Client, which is of a confidential character and which has not been published or otherwise become a matter of general public knowledge. Consultant will not breach this covenant by making any disclosure that is required by law.

5. Intellectual Property. The Client shall be entitled to the fair use of any intellectual property rights associated with the rendition of the services but Consultant retains all other rights and privileges with respect to all intellectual property created in connection with or arising out of this Agreement and the services to be rendered hereunder.
6. Mediation. If any dispute arises between the parties out of or connected with this Agreement or the rights and duties of the parties as set forth herein on contemplated hereby, then the parties agree any such dispute, shall be submitted for nonbinding mediation before the American Arbitration Association prior to commencement of litigation.
7. Independent Contractor. Consultant shall be deemed an independent contractor of Client and nothing in this Agreement shall be construed to create an employment, partnership, or joint venture relationship between the parties.
8. Assignment. Neither party shall have the right to assign any of his rights or obligations under this Agreement, in whole or in part, without the written consent of the other party.
9. Limitation on Damages. Client agrees that Consultant will not be liable for Client's lost profits or other consequential damages of any kind in the event of a breach of this Agreement or other liability arising out of the services to be performed hereunder.
10. Amendment, Waiver, Entire Agreement. No amendment hereof shall be deemed valid unless set forth in writing signed by both parties. Waiver of any provision of this Agreement will not have any effect on any part of the remainder of the Agreement nor will it be construed as a waiver of that or any other provision in the future nor will it be deemed a waiver of any subsequent breach of a provision of the Agreement.

This Agreement constitutes the entire agreement of the parties and supersedes and cancels all prior oral or written understandings or agreements. Time is of the essence in this Agreement. All amounts due under this Agreement and remaining unpaid for 20 days shall bear interest at the lesser of eighteen percent per annum or the maximum rate permitted by applicable law.

11. Notices. Any notices from one party to the other party shall be deemed valid and effective, if and only if it is in writing and is delivered by way of certified mail return receipt requested, registered mail, or nationally recognized delivery service providing

proof of delivery, and, furthermore, is delivered to the party receiving the notice at the address of the party set forth below, whether or not the notice is accepted.

12. Addresses of Client/Consultant.

Attn:

Attn: Steven L. Athey
Health Care Visions
201 Morning Dove CT
Argyle, TX 76226

13. Liaison. Client agrees to name an individual who will be the Client liaison with Consultant with the authority to act on behalf of Client. Until another individual is designated, the Client liaison is Jack Kelton.

14. Severability. Each provision of this Agreement is intended to be severable from the others only to the extent that if any provision or term hereof is determined to be illegal or invalid for any reason whatsoever (and cannot be modified or interpreted by a court or arbitrator to be enforceable), such illegality or invalidity shall not affect the validity of the other provisions and terms hereof:

15. Enforceability. This Agreement and any amendments hereto shall be governed by and construed in accordance with the laws of the State of Texas (except for its choice of law provisions).

16. HIPAA Compliance Health Care Visions shall carry out its obligations under this Agreement in compliance with the privacy regulations pursuant to Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended ("HIPAA"), to protect the privacy of any personally identifiable protected health information ("PHI") that is collected, processed or learned as a result of the services provided in Brown County, Texas, by Health Care Visions.

Executed on April 13, 2015

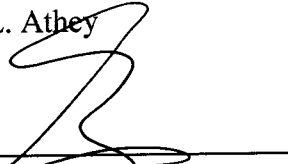
CLIENT Brown County
E Ray Wentz

By: Brown County Judge

Title: _____

CONSULTANT

Steven L. Athey

By: 
Title: President