

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT ("Agreement") between AP Triton, LLC ("Consultant") and Williamson County, Texas, a political subdivision of the State of Texas ("County"), sets forth the terms and conditions pursuant to which Consultant will provide certain services.

1. Consulting Services

1.1 A Statement of Work ("SOW") is attached hereto as Exhibit "A," and the terms therein are incorporated in this Agreement. Consultant agrees to perform the consulting services ("Services") as set forth in the attached SOW, and in any subsequently approved SOW referencing this Agreement, in a professional manner. Consultant may provide the services described in the SOW by using Consultant personnel or selected independent contractors ("Contractors"). Consultant agrees to provide the items described in the SOW ("Deliverables").

2. Term and Termination

2.1 This Agreement shall commence on the date of the last party's execution below and continue thereafter for one-hundred fifty (150) calendar days from the date that Consultant has received all information and data requested from County; provided, however, the parties may extend the term of this Agreement, as necessary, pursuant to a Change Request as set out hereinbelow.

2.2 Either party may terminate this Agreement, with or without cause, upon not less than thirty (30) calendar day's written notice to the opposite party. County shall pay Consultant for all Services performed prior to termination.

2.3 If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within ten (10) days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within said ten (10) days, then and in that instance, the said ten (10) day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the Event of Breach within the above referenced ten (10) day period or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies mentioned hereinafter and/or remedies available under the law, terminate this Agreement.

3. Payment and Taxes

3.1 County agrees to pay Consultant the fees set forth in the SOW. The Consultant's fees are based upon all costs required in the performance of all items and phases of the Services. Compensation for the Services will be paid by County by monthly invoices of percentage completion of fees by phase of the Services as set forth in the SOW. County will only be obligated to pay Consultant for the performance of items and phases of the Services actually rendered and incurred, which may be less than the above stated fees.

Unless specified otherwise in the SOW, Consultant will invoice County monthly for Services. County's payment of the Services and Deliverables shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate 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. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Consultant of the discrepancy. Following County's notification of any discrepancy as to an invoice, Consultant must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

3.2 County agrees to pay the amount of any sales, value added, use, excise or similar taxes applicable to the performance of the SOW, if any, or County shall provide Consultant with a certificate acceptable to the taxing authorities exempting County from payment of such taxes.

4. Ownership and License

Consultant retains all ownership and intellectual property rights in techniques, methodology, and products (collectively "IP") provided or used by Consultant in the performance of the Services, and any extensions to Consultant IP developed in conjunction with the SOW, including but not limited to software code, operating instructions, unique design concepts, software development tools, and training materials. Consultant grants to County, a perpetual, nonexclusive, nontransferable, worldwide, fully paid-up license to use, solely for its own internal business purposes, elements of the Deliverables, which contain Consultant IP.

5. Confidential Information

5.1 To the extent authorized by law, any business, operational, commercial, financial or technical information furnished by Consultant to County under this Agreement will remain Consultant's property, will be deemed proprietary, will be kept confidential to the extent allowed by law, and will be promptly returned at Consultant's request. Except as otherwise required by law, County may not disclose, without Consultant's written permission, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this section will survive the cancellation, termination, or completion of this Agreement.

5.2 To the extent authorized by law, any business, operational, commercial, financial or technical information provided by County to Consultant will remain County's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at County's request. Consultant may not disclose, without County's written permission or as required by law, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the cancellation, termination, or completion of this Agreement.

5.3 To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that 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 items or information furnished to County as to whether or not the same must be made available to the public. It is further understood that County, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to Consultant for the disclosure to the public, or to any person or persons, of any items or information furnished to County by Consultant in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

6. Relationship between the Parties

Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

7. Warranties

Consultant warrants that the consulting services provided pursuant to this Agreement will be performed consistent with generally accepted industry standards and as provided in Article 1. The warranty period for an application module or product shall begin as each application module or product is placed in production status. For purposes of this section, an application module or product is considered in production status if County is processing actual transactions, using the respective application module or product.

8. Indemnification

Consultant shall indemnify and defend County against all claims, liabilities and costs, including reasonable attorney fees, reasonably incurred in the defense of any claim brought against the County in the courts of the United States and Canada by a third party(s) alleging that a party's use of any material, information or technology supplied by the Consultant in relation to the Services provided hereunder infringes or misappropriates any copyright, trade secret or United States or Canadian patent of which the party supplying the material, information or technology is or should be aware; provided that the County notifies the Consultant in writing of any such claim and the Consultant is permitted to control fully the defense and any settlement of such claim as long as such settlement shall not include a financial obligation on the County. The County shall cooperate fully in the defense of such claim and may appear, at its own expense, through its own counsel. The Consultant may, in its sole discretion, settle any such claim on a basis Consultant substitutes for the material, information or technology, alternative, substantially equivalent non-infringing material, information or technology.

9. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

10. Change Requests

County or Consultant may request changes to the Services to be performed under the applicable SOW by written notice ("Change Requests"). The nature of these changes include, but are not limited to, additions to or deletions from any Services, changes to the schedule, prevention or loss of work due to inadequate facilities or technical infrastructure, or changes to key final decisions, or, any extra work by Consultant necessitated by County not meeting its obligations or preventing Consultant from meeting its obligations.

All Change Requests shall be subject to the following terms:

ii. Disputes regarding Change Requests shall be handled pursuant to applicable dispute resolution section contained herein below;

ii. Any changes to the terms of this Agreement shall be reduced to a written amendment and executed by both parties prior to such changes becoming effective;

iv. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any amendment relating to a Change Request, the terms and conditions of this Agreement shall control.

11. Dispute Resolution/Mediation

The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. Any mediation under this Agreement shall be conducted in Williamson County, Texas. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorneys fees. Nothing herein is intended to prevent either party from seeking any other remedy available hereunder or at law, including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

The parties hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

12. General

12.1 Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

12.2 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

12.3 Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if

any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

12.4 Successors and Assigns; Assignment. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

12.5 No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

12.6 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

12.7 County's Right to Audit. Consultant agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Consultant which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Consultant agrees that County shall have access during normal working hours to all necessary Consultant facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Consultant reasonable advance notice of intended audits.

12.8 Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Consultant understands and agrees that the County's payment of amounts under this Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

12.9 Conflicting Terms. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the SOW, as amended, the terms and conditions of this Agreement shall control.

12.10 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

12.11 Entire Agreement. This Agreement (including any SOW attached hereto or subsequently approved by the parties) represents the entire agreement between the parties and supersedes any and all prior or contemporaneous agreements or representations. This Agreement may not be modified or amended except in a writing signed by an authorized representative of each party. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT. It is agreed that the terms of this Agreement shall supersede the preprinted terms in any County purchase order or other ordering document.

WITNESS WHEREOF each County and Consultant has caused its authorized representatives to execute and deliver this Agreement effective as of the date which this agreement is last signed below.

AP TRITON, LLC

BY: 

NAME: Kurt P Henke

TITLE: Principal / Managing Partner

DATE: February 24, 2023

WILLIAMSON COUNTY, TEXAS

BY: _____

Bill Gravell, Jr.,
Williamson County Judge

EXHIBIT A

STATEMENT OF WORK (SOW)

The following describes the Services shall be provided and accomplished by Consultant pursuant to the terms and conditions of the Agreement and this SOW:

General:

Consultant recognizes that County operates the Williamson County EMS Department (WCEMS) and that WCEMS is an accredited, county-based third-service system that provides Emergency Medical Services (EMS) to the majority of Williamson County, Texas. Consultant understands WCEMS desires to retain a qualified and experienced consulting firm to conduct an Emergency Medical Services (EMS) Agency Evaluation to assist WCEMS with quantifying its current EMS to the community, evaluating EMS delivery and response performance, identifying forecasted population growth and resultant future EMS service demand, and developing strategies for meeting the projected needs. In brief, this process is designed to evaluate the current status of the EMS system and its response performance, project future demand and resources needed to meet those demands, and offer short-, mid-, and long-range strategies and recommendations designed to address long-term, future needs utilizing current industry best practices and relevant national standards from a variety of organizations that develop consensus standards for WCEMS.

Consultant's detailed scope of services follows. Consultant's scope of work will produce an EMS Agency Evaluation that includes:

- Comprehensive evaluation of the WCEMS organization
- Review of each component of the entire WCEMS delivery system
- System regulations and policies
- Management and administration
- Current and future operations and deployment
- Assess deployment strategies and staffing levels for delivery model
- Logistics and capital equipment, durable equipment, and disposable supplies
- EMS training and continuing medical education
- Review of facilities and ambulances
- Provide recommendations for WCEMS system enhancement that benefits Williamson County and the citizens of Williamson County

Scope of Work:

The following sets forth the Consultant's Scope of Work:

Section One—Project Initiation & Information Acquisition

Task 1-A: Project Initiation & Development of a Work Plan

Consultant will meet virtually with the management team of WCEMS involved in the study, or its project liaison(s), to develop a complete understanding of WCEMS's background, goals, and expectations for the project.

Consultant's Project Manager will develop and refine a proposed work plan that will guide the project team. This work plan will be developed by identifying:

- Project team members responsible for each task
- Major tasks to be performed
- Resources to be utilized
- Methods for evaluating study results
- Any potential constraints or issues related to accomplishing specific tasks

The benefits of this process will be to develop working relationships between the Consultant Project Team and client representative(s), determine communications processes, and identify logistical needs for the project.

Task 1-B: Procurement of Information & Data

Consultant will request pertinent information and data necessary from WCEMS, and any other agencies as necessary. This information is critical and will be used extensively in the analysis and development of the report. Thoroughly researched and relevant studies will be included during Consultant's review. The information relevant to this project will include, but not be limited to, the following:

- Any previous studies
- Williamson County and WCEMS service area census and demographic data
- WCEMS organizational chart
- WCEMS Standard Operating Guidelines (SOGs) and service delivery and deployment practices; including policies regarding EMS quality improvement methods
- EMS Inventory of WCEMS's vehicles, ambulances, and stations/facilities
- Inventory of capital medical equipment and disposable supplies (e.g., cardiac monitor/defibrillators; powered stretchers, etc.)
- Updated Historical records management data, including National Fire Incident Reporting System (NFIRS) incident data exported to an Excel spreadsheet format
 - Incident records to include locations by latitude/longitude (if available) and full address, timestamps to allow for calculation of response times, turnout times, call-processing times; and response mode to scene

- Ambulance transport and hospital turnaround times; including transport mode (lights & siren vs. no lights & siren) to the hospital; number of patient refusals; and other data elements which may be requested
- Patient records (without any identifying information and in accordance with HIPAA) that include EMS provider impression, level of care provided (ALS vs. BLS), and patient outcomes (if available)
- Any other electronic records as may be useful for this project
- Computer-Aided Dispatch (CAD) incident records, if necessary
- Rules, regulations, and requirements relevant to WCEMS operations
- List of all management positions, administrative support staff positions, and operations positions, including ranks and titles (not to include names of individuals)
 - Wages and benefits for each position rank and title (not to include names of individuals)
- List of most common hospitals and tertiary facilities, and their physical locations, to which patients are transported, and who provide online medical control
- Updated WCEMS historical financial data, revenue sources, budgets, including debt information, long-range financial plans, and projections
 - Historical patient billing and collection records, including payor mix, write-offs, contractual allowances, adjustments, refunds, and the annual number of billable patient transports
 - Current fee schedule and revenue offset
- Any other documents and records necessary for the successful completion of the project

Task 1-C: Stakeholder Input & Field Work

In an effort to obtain an overall impression of the effectiveness of the current WCEMS delivery model, the Consultant project team may interview key stakeholders associated with this study. Interviews may be conducted virtually as well as possibly through the use of online surveys. From these interviews, Consultant will obtain additional perspectives on operational, economic, and policy issues confronting WCEMS. Information will be gathered from key personnel including:

- EMS Director
- EMS Division Commanders—Operations and Clinical Practice
- EMS Field Paramedic or Lt. and/or SMO or Commander
- EMS Captain—Data Analytics Position
- Emergency Services representatives, as necessary
- Fire Chiefs from various first responder organizations
- Key community stakeholders, as identified
- Labor representative(s)
- Representatives of WCEMS Finance Department, Human Resources, and any other departments as necessary
- Any other individuals or organizations necessary for the completion of this study

Section Two—Overview of the Community & EMS System

Consultant will conduct a detailed assessment of each of the primary components of WCEMS and its EMS delivery system.

Task 2-A: Overview of the Community and Williamson County

Consultant will review and provide an overview and basic description of Williamson County and its communities, to include but not limited to:

- Service area population and demographics, including GIS maps of the service area and population density
- Brief overview of Williamson County governance and lines of authority

Task 2-B: Overview of the WCEMS System

Consultant will provide a general overview of the WCEMS system, including but not limited to:

- History, formation, and general description of WCEMS
- Organizational design
- Governance and lines of authority
- Foundational policy documents
- Operating budget, funding, fees, taxation, and financial resources
- Description of the current service delivery infrastructure
- County-level EMS administration and medical direction
- Other system components related to emergency medical services, and ground and air emergency medical transport

Task 2-C: Financial Overview

Consultant will review historical revenues, expenditures, and other fiscal issues of WCEMS, along with evaluating the current costs of service. Budget modeling permits analysis of staffing schemes, facility/vehicle redeployment, service efficiency, and program costs. This allows for the measurement of the effect of any proposed system change. This will include, but not be limited to:

- Overall operating budget, funding, fees, taxation, and financial resources
 - Ambulance service operating budget as a subset of the budget, including funding, fees, taxation, other financial resources, and collection rates
 - Current patient transport fees
 - Payor mix within the service area
- Review of financial management and cost recovery billing and collections processes
- Review capital improvement programs and planning
- Any other issues related to budget, revenue, and expenditures

Task 2-D: Management Components

Consultant will review and assess WCEMS's basic management processes, including:

- Current management overview
- Mission, vision, strategic planning, goals, and objectives
- Internal assessment of critical issues and future challenges
- Internal and external communications processes

- Reporting and recordkeeping
- Information technology and records management systems

Task 2-E: Staffing & Personnel

Consultant will review the staffing levels of WCEMS and their relevance to EMS delivery. Areas to be considered include, but are not limited to:

- Review and evaluate administration and support staffing levels
- Review and evaluate operational staffing levels
- Review staff scheduling methodology
- Employee development and mentorship
- Review staff distribution

Task 2-F: EMS System Support Programs

Evaluate the current EMS system and oversight mechanisms to include, but not limited to, the following:

- Review of logistical support services
- Review of current medical control and oversight
- Review of quality assurance/quality improvement mechanisms in place
- Review of system integrity in regard to required credentialing
- Review public education programs (i.e., CPR training, Stop the Bleed, child safety, etc.)
- Review Community Health Paramedics program services and options
- WCEMS Advanced Operation Team
 - Tactical Medic Team
 - Haz-Mat Team
 - Swiftwater Team
 - High Angle Rescue
 - Search and Rescue
- Training & Continuing Medical Education
 - General training competencies
 - Training administration, schedules, and facilities
 - Training program goals and objectives
 - Training administrative support and maintenance of training records

Section Three—Evaluation of EMS Operations

In the following section, Consultant will evaluate the various elements of WCEMS's operations.

Task 3-A: EMS & Ambulance Transport

Consultant will conduct a more detailed review of the current EMS delivery system and ambulance transport service by WCEMS. This will include, but not be limited to:

- A general overview of ambulance operations and deployment
- Records management system utilized for electronic patient care reports (ePCR)
- Analysis of 911 routing & screening and the use of emergency medical dispatching
- Analysis of patient care records, to include levels of acuity, and ratios of Basic Life Support (BLS) versus Advanced Life Support (ALS) cases (if available)
 - Patient outcome results, if available
 - Patient transport times and hospital turnaround times
- Review of emergent versus non-emergent transports and scheduled interfacility transports (IFT)
- Any other information relevant to ambulance operations

Task 3-B: Service Delivery & Performance

To the extent data is available, Consultant will review and observe areas affecting service levels and operational performance. These will include but are not limited to:

- EMS Service Demand
 - Analysis and Geographical Information Systems (GIS) display of current service demand by incident type
 - Review of EMS calls dispatched versus patients transported, and hospital destinations
 - Analysis and GIS display of current service demand by temporal variation
 - GIS display of historical incident density locations
 - Projected service demand due to growth
- EMS Resource Distribution
 - Overview of current facility deployment strategies, analyzed through GIS software as appropriate, with identification of service gaps and redundancies
 - Overview of current EMS *apparatus* deployment strategies, analyzed through GIS software as appropriate, with identification of service gaps and redundancies
- Response Reliability
 - Analysis of current workload, including unit hour utilization/Time on Task of individual companies (to the extent data is complete)
 - Analysis of call concurrency and the impact on EMS system effectiveness
- Response Performance Analysis
 - Analysis of actual WCEMS ambulance turnout time performance analyzed by individual components (to the extent data is available)
 - Analysis of other components in the response time continuum, including call processing times
 - Patient transport and hospital turnaround times
- Analysis of patient care records, to include levels of acuity, and ratios of Basic Life Support (BLS) versus Advanced Life Support (ALS) cases (if available)
 - Patient outcome results if available

Task 3-C: Capital Facilities, Vehicles, & Equipment

This task will entail a review of current major capital assets (facilities, ambulances, and equipment). This evaluation will include:

Facilities—Tour and make observations in areas critical of current station locations and future station considerations. This will entail a cursory review of each facility, rather than a detailed, comprehensive engineering analysis. Items to be contained in the report include:

Design	Code compliance
Construction	Staff facilities
Safety	Efficiency
Future viability	

Rescue Ambulances—Review the current fleet inventory of WCEMS’s ambulances, other apparatus and/or vehicles as indicated, and relevant equipment. Items to be reviewed include:

Age, condition, and serviceability
Distribution and deployment

Capital Medical Equipment—Review current inventory of capital medical equipment utilized by WCEMS on ambulances and other apparatus (e.g., cardiac monitor/defibrillators, patient gurneys, automated external defibrillators, etc.)

Task 3-D: Population Growth Projections & Future Service Demand

Consultant will:

- Determine population growth projections for the WCEMS service area
- Forecast future service demand (requests for service) on WCEMS

Task 3-E: Summary of All Findings & Observations

Consultant will:

- Develop a summary description of any critical issues, findings, and observations
- Identification of any regulatory or other constraints
- Describe less critical or minor issues that may require attention, but not immediate

Section Four—Recommendations & Strategies for Enhancement

Finally, Consultant will develop strategies intended to place WCEMS in a position to successfully serve and respond to future EMS service demands. Consultant will develop and analyze various operational models for providing emergency services with the specific intent of identifying those options that can deliver the desired levels of service at the most efficient cost. Consultant shall

provide recommendations identifying the best long-range strategy for EMS service delivery and the impact of initiating such a strategy.

Recommendations and strategies will consider the following key objectives:

- Excellence in patient care and overall operational effectiveness, with the ability to:
 - Effectively match resource dispatched to resource needed
 - Meet EMS performance goals
- Flexibility to maintain effective service based on current and projected demographics and the ability to adapt to:
 - Changing community demographics and payor mixes
 - Area development and the associated change to population/requests for service
 - Changes in accepted standards of care, levels of service, and expected norms in EMS delivery
 - Changes in technology, medical science, and equipment as it relates to EMS delivery
- Sustainability—any recommended changes to the current delivery model will provide for long-term sustainability and resiliency, with the ability to:
 - Maintain service through increased budgetary demand and fluctuating availability of personnel, equipment, and resources
 - Maintain service through changes in call volume, call types, population density and age, and billing payer mixes
 - Maintain service, despite impacts of future developments (commercial, residential, and mixed-use)
 - Provide for hiring, retention, training, and succession planning
 - Ensure proper day-to-day staffing
 - Provide for continued excellence in core all-risk duties (i.e., rescue, advanced operations, training, public education, relations and outreach, and employee development and mentorship)

Task 4-A: Development of Response Standards and Targets

Consultant will recommend an appropriate set of response performance goals for WCEMS based on industry best practices, nationally recognized standards, and Consultant's professional experience, matching the nature and type of service demand identified in the previous report sections. The performance goals shall be developed with consideration to:

- Staffing levels to accommodate future EMS demand projections
- Apparatus assignments to accommodate the anticipated growth
- Time standards that will provide for effective initiation of critical tasks and functions

Task 4-B: Short- and Mid-Term Strategies

Consultant will develop recommendations for improving EMS service delivery and system efficiency prior to any full implementation of the long-term strategy in areas such as:

- WCEMS management and organization
- Staffing and personnel deployment

- EMS service delivery methods
- System funding and cost recovery
- Others as appropriate and necessary

Task 4-C: Recommended Long-Term Strategy

Consultant will develop a recommended long-range option for resource deployment that will improve the WCEMS's level of service towards the identified performance objectives and targets. This may include, but is not necessarily limited to, specific recommendations regarding:

- Deployment of EMS operations personnel
- Future administrative and support personnel
- Next, Consultant will evaluate and present in graphical and descriptive format for each of the deployment option(s):
- Degree of benefit to be gained through its implementation
- Extent to which it achieves established performance targets
- Potential negative consequences

Task 4-D: Cost Projections

Consultant will provide general projections of the cost of recommended short-, mid-, and long-term strategies. Additional findings and recommendations will be made, where appropriate.

Section Five—Development, Review, & Delivery of Final Report

Task 5-A: Development & Review of the Draft Report

Consultant will develop and produce an electronic version of the draft written report for technical review by representatives of WCEMS. This feedback is a very important aspect of this project, and Consultant will provide adequate opportunities for review and discussion of the draft report before finalization. The report will include:

- Clearly designated recommendations
- Detailed narrative analysis of each report element written and presented in sections with explanatory support to ensure an understanding by all readers
- Charts, graphs, GIS maps and analyses, and diagrams, where appropriate

Task 5-B: Publication of the Final Report

Following a final technical review and approval by WCEMS, Consultant will provide an electronic version (PDF format) of the report.

Task 5-C: Presentation of the Final Report

Consultant will conduct a virtual final presentation of the report to the Board of Directors and any other individuals or groups as requested. The presentation will include:

- A summary of the nature of the report, methods of analysis, primary findings, and critical recommendations
- An audio-visual presentation of the study
- A review and explanation of charts, graphs, diagrams, and maps, where appropriate
- Opportunity for questions and answers, as needed

All presentation materials, files, graphics, and written material will be provided to the WCEMS at the conclusion of the presentation(s).

Time for Performance:

The Service to be performed under this SOW shall be completed within one-hundred fifty (150) calendar days from the date that Consultant has received all information and data requested from County .

Compensation:

The maximum amount payable for the Services under the Agreement, without modification, shall not exceed \$55,475.00, being inclusive of expenses. The fees and expenses for each phase of the Services are as follows:

Project Phase	Fees & Expenses
Phase 1: Project Initiation & Information Acquisition	\$17,958
Phase 2: Overview of the Community & EMS System	\$14,667
Phase 3: Evaluation of EMS Operations	\$11,233
Phase 4: Recommendations & Strategies for Enhancement	\$3,925
Phase 5: Development, Review, & Delivery of Final Report	\$7,692
Not to Exceed Fee and Expenses:	\$55,475

Payment:

Payment for Services rendered shall be made in accordance with the terms of the Agreement.

Rates and Expenses for Additional Services:

In the event Consultant and County agree to add services in addition to the Services set out in this SOW following a Change Request and execution of an amendment to the Agreement, Consultant's

additional hours will be billed at a rate of \$160/hour for the Project Manager and \$125/hour for Consultant's consultants, plus any additional travel expenses. Travel Expenses shall be billed and paid in accordance with the Williamson County Vendor Reimbursement Policy.