

COUNTY OF VENTURA CONTRACT NUMBER 7892

CONTRACT

This Contract entered into this eighteenth day of January, 2019, by, and between, the County of Ventura, a political subdivision of the State of California, hereinafter called "County" and Page, Wolfberg & Wirth, LLC., hereinafter called "Contractor."

WITNESSETH

WHEREAS, pursuant to Section 3 item f of the County of Ventura Ordinance #4084, the Purchasing Agent of the County has the authority to engage independent contractors to perform services for the County, with or without the furnishing of material.

WHEREAS, it is necessary and desirable that Contractor be engaged by County for the purpose of performing EMS System Review services hereinafter described:
NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. SERVICES TO BE PERFORMED BY CONTRACTOR

In consideration of the payments hereinafter set forth, Contractor will perform services for County in accordance with the terms, conditions and specifications set forth herein and Exhibit A, attached hereto.

2. PAYMENTS

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, County will make payment to Contractor in the manner specified in Exhibit B.

3. INDEPENDENT CONTRACTOR

No relationship of employer and employee is created by this Contract, it being understood that Contractor is an independent contractor, and neither Contractor nor any of the persons performing services for Contractor pursuant to this Contract, whether said person be member, partner, employee, subcontractor, or otherwise, will have any claim under this Contract or otherwise against County for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

It is further understood and agreed by the parties hereto that, except as provided in this Contract, Contractor in the performance of its obligation hereunder is subject to the control or direction of County merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under direction, supervision and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any

other terms of employment or requirements of law, will be determined by Contractor, and County will have no right or authority over such persons or the terms of such employment, except as provided in this Contract.

The Contractor will comply with all of the applicable provisions of the Worker's Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments, thereto; and all similar State and Federal acts or laws applicable; and will indemnify and hold harmless the County from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney's fees and costs, presented, brought or recovered against the County, for or on account of any liability under any of said Acts which may be incurred by reasons of any work to be performed under this Contract.

4. NON-ASSIGNABILITY

Contractor will not assign this Contract or any portion thereof, to a third party without the prior written consent of County, and any attempted assignment without such prior written consent will be null and void and will be cause, at County's sole and absolute discretion, for immediate termination of this Contract.

5. TERM

This Contract will be in effect from January 18, 2019, through July 18, 2019, subject to all the terms and conditions set forth herein.

Time is of the essence in the performance of this contract.

Continuation of the Contract is subject to the appropriation of funds for such purpose by the County's Board of Supervisors. If funds to effect such continued payment are not appropriated, County may terminate this project as thereby affected and Contractor will relieve County of any further obligation therefor.

6. TERMINATION

Either party may terminate this Contract at any time for any reason by providing 10 days' written notice to the other. In the event of termination under this paragraph, Contractor will be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this Contract. On completion or termination of this Contract, County will be entitled to immediate possession of and Contractor will furnish on request, all computations, plans, correspondence and other pertinent data gathered or computed by Contractor for this particular Contract prior to any termination. Contractor may retain copies of said original documents for Contractor's files. Contractor hereby expressly waives any and all claims for damages or compensation arising under this Contract except as set forth in this paragraph in the event of such termination.

This right of termination may be exercised by either party without prejudice to any other remedy to which that party may be entitled at law or under this Contract.

7. DEFAULT

If Contractor defaults in the performance of any term or condition of this Contract, Contractor must cure that default by a satisfactory performance within 10 days after service upon Contractor of written notice of the default. If Contractor fails to cure the default within that time, then County may terminate this Contract without further notice.

The foregoing requirement for written notice and opportunity to cure does not apply with respect to paragraph 4 above.

8. INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION

All activities and/or work covered by this Contract will be at the risk of Contractor alone. Contractor agrees to defend, indemnify, and save harmless the County, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, whether against Contractor, County or others, judgments, debts, demands and liability, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Contractor, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of County. Contractor agrees to waive all rights of subrogation against County for losses arising directly or indirectly from the activities and/or work covered by this Contract.

Notwithstanding the foregoing, the County agrees that the modification and/or rejection of any findings and/or recommendations that may be made by Contractor is in the sole and exclusive discretion of the County, and Contractor shall have no obligation to defend, indemnify or save harmless the County or any of the other individuals or parties named above for any claims, lawsuits, judgments, demands or liability related to the County's modification and/or rejection of any findings and/or recommendations made by Contractor hereunder or the consequences thereof.

9. INSURANCE PROVISIONS

A) Contractor, at its sole cost and expense, will obtain and maintain in full force during the term of this Contract the following types of insurance:

- 1) General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$50,000 fire legal liability.
- 2) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Contractor and Employer's Liability in the minimum amount of \$1,000,000.

- 3) Professional Liability coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 aggregate.
- B) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of Contractor's insurance coverage and will not contribute to it.
- C) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- D) The County, and any applicable Special Districts are to be named as Additional Insured as respects to work done by Contractor under the terms of this Contract for General Liability Insurance.
- E) Contractor agrees to waive all rights of subrogation against the County, Its Boards, Agencies, Departments, any applicable Special Districts, Officers, Employees, Agents and Volunteers for losses arising from work performed by Contractor under the terms of this Contract.
- F) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.
- G) Contractor agrees to provide County with the following insurance documents on or before the effective date of this Contract:
 1. Certificates of Insurance for all required coverage.
 2. Additional Insured endorsement for General Liability Insurance.
 3. Waiver of Subrogation endorsement (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) for Workers' Compensation.

Failure to provide these documents will be grounds for immediate termination or suspension of this contract.

10. **NON-DISCRIMINATION**

A) General.

No person will on the grounds of race, color, national origin, religious affiliation or non-affiliation, sex, age, handicap, disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Contract.

B) Employment.

Contractor will insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Contract. Contractor's personnel policies will be made available to County upon request.

11. SUBSTITUTION

If particular people are identified in Exhibit A as working under this Contract, the Contractor will not assign others to work in their place without written permission from the County Purchasing Agent. Any substitution will be with a person of commensurate experience and knowledge.

12. INVESTIGATION AND RESEARCH

Contractor by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this Contract is to be based upon such investigation and research, and not upon any representation made by the County or any of its officers, agents or employees, except as provided herein.

13. CONTRACT MONITORING

The County will have the right to review the work being performed by the Contractor under this Contract at any time during Contractor's usual working hours. Review, checking, approval or other action by the County will not relieve Contractor of Contractor's responsibility for the thoroughness of the services to be provided hereunder. This Contract will be administered by Steve Carroll, EMS Administrator or his/her authorized representative.

14. ADDENDA

County may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which are mutually agreed upon by and between County and Contractor will be effective when incorporated in written amendments to this Contract.

15. CONFLICT OF INTEREST

Contractor covenants that Contractor presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract no person having such interest will be employed or retained by Contractor under this Contract.

16. CONFIDENTIALITY

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by Contractor under this Contract which County requests in writing to be kept confidential, will not be made available to any individual or organization by Contractor without the prior written approval of the County except as authorized by law.

17. NOTICES

All notices required under this Contract will be made in writing and addressed or delivered as follows:

TO COUNTY: County of Ventura
General Services Agency
Procurement Services
800 South Victoria Avenue, L#1080
Ventura, CA 93009

TO CONTRACTOR: Page, Wolfberg & Wirth, LLC.
Attn: Douglas M. Wolfberg
5010 East Trindle Road, Suite 202
Mechanicsburg, PA 17050

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons or departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

18. MERGER CLAUSE

This Contract supersedes any and all other contracts, either oral or written, between Contractor and the County, with respect to the subject of this Contract. This Contract contains all of the covenants and contracts between the parties with respect to the services required hereunder. Contractor acknowledges that no representations, inducements, promises or contracts have been made by or on behalf of County except those covenants and contracts embodied in this Contract. No contract, statement, or promise not contained in this Contract will be valid or binding.

19. ORDER OF PRECEDENCE

This Contract supersedes all previous agreements, understandings and representations of any nature whatsoever, whether oral or written, and constitutes the entire understanding between the parties hereto.

This Contract may not be altered, amended, or modified except by written instrument signed by the duly authorized representative of both parties. In the event of an inconsistency in this Contract, the inconsistency shall be resolved in the following order:

1. This Contract;
2. County of Ventura RFP #5957
3. Contactor's proposal dated October 19, 2018 (ref. #43397)

20. GOVERNING LAW

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties under this Contract, will be construed pursuant to and in accordance with the laws of the State of California.

21. SEVERABILITY OF CONTRACT

If any term of this Contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the Contract terms will remain in full force and effect and will not be affected.

22. CUMULATIVE REMEDIES

The exercise or failure to exercise of legal rights and remedies by either party in the event of any default or breach by the other party hereunder will not constitute a waiver or forfeiture of any other rights and remedies, and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this Contract.

23. COMPLIANCE WITH LAWS

Each party to this Contract will comply with all applicable laws.

24. CONSTRUCTION OF COVENANTS AND CONDITIONS

Each term and each provision of this Contract will be construed to be both a covenant and a condition.

25. ACCESS TO AND USE OF COUNTY TECHNOLOGY

As part of this Contract Contractor shall agree with and abide by the provisions set forth in the Ventura County Non-Employee Information Technology Usage Policy, which by this reference is made a part hereof. Any employee, sub-contractor, or agent of the Contractor who will access (which shall include, but is not limited to, the use, maintenance, repair or installation of) County information technology in the course of his, or her, work for the County is required to sign the Ventura County Non-Employee Information Technology Usage Policy before accessing, using, maintaining, repairing or installing any County information technology system or component. Information technology shall include, but is not limited to, the network, Internet access, electronic mail, voice mail, voice message systems, facsimile devices, or other electronic or telecommunication systems used by the County.

IN WITNESS WHEREOF the parties hereto have executed this Contract.

COUNTY OF VENTURA

PAGE, WOLFBERG & WIRTH, LLC.*


Authorized Signature


Authorized Signature

Julie Miller
Printed Name

DOUGLAS M WOLFBERG
Printed Name

Buyer
Title

MEMBER
Title

4/17/2019
Date

1/22/19
Date

25-1850176
Tax Identification Number

Secretary of State Entity Number

PAGE, WOLFBERG & WIRTH, LLC.*

Authorized Signature

Printed Name

Title

Date

* If a corporation, this Contract must be signed by two specific corporate officers.

The first signature must be from either (1) the Chief Executive Officer, (2) the Chairman of the Board, (3) the President, or (4) a Vice President.

The second signature must be from either (a) the Secretary, (b) an Assistant Secretary, (c) the Chief Financial Officer(or Treasurer), or (d) and Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the company for this Contract.

EXHIBIT "A"
Scope of Work

CONTRACTOR RESPONSIBILITIES

Through facilitated discussions in focused groups and/or interviews, and dependent upon data and documentation supplied by the County and relevant stakeholders, the Contractor will assess the County of Ventura's EMS System. When appropriate, national, state and regional benchmarks as well as best practices should be compared to the County's current core EMS System elements. A focused review of the Specialty Care Programs (STEMI, Stroke, Trauma, CARES, & CAM) is excluded, however how these programs interact with the System should be assessed. The Contractor will provide a SWOT analysis report of the EMS System and recommendations for System enhancements. The assessment will, at a minimum, address each of the following points below:

- 1. County Demographics**
 - ◆ Current and projected, based on publicly available sources
Population estimates, age and gender, race. Population characteristics, housing, families and living arrangements, education, etc. Analyze current situation and how changes can potentially impact the EMS system.
 - ◆ Local EMS Agency (LEMSA) Overview
 - VCEMS Organization and Staffing
Contract will provide a high-level review of Ventura County EMS organization.
 - QA/QI Structure
Include analysis of existing programs and the system-wide QA/QI plan, detailing best practices, in addition to opportunities for improvement and additional program(s) development at the system and agency levels.
 - Prehospital Education and Training
Review current prehospital education programs and policies and provide analysis on opportunities for improvement, best practices, and an outlook for the future of education programs, based on national trends.
 - Overview of current EMS environment (Statewide and Nationally)
 - ◆ Opportunities for Improvement
Based on the findings of the LEMSA overview, contractor will provide recommendations that LEMSA leadership can review and choose to apply for the purposes of stakeholder engagement and overall EMS system improvement.
- 2. System Financials**
 - ◆ System Revenue
Overall analysis of financial impacts and influencing factors that affect EMS provider agencies and EMS systems. Provide a local, state, and national view currently and what is expected in the future.
 - ◆ Payor Mix
Depending upon the availability of data and documentation from existing providers, a breakdown of the percentages of private insurance vs.

Medicare/Medi-cal vs. self-pay individuals that make up the EMS patient population. Also compare local payor mix to statewide and national averages where such data are available.

- ◆ **Rates / Billing**
Analyze current approved rates for ambulance billing, in addition to billing practices and reimbursement/collection rates for ground ambulance providers in the County of Ventura, subject to the provision of necessary data from current providers. Compare The County of Ventura EMS billing rates with other counties of comparable size and make-up in California in which such data are publicly available.
- ◆ **Provider Financials**
Detailed analysis of current ground transport provider financials to the extent furnished by current transport providers, including any short/long-term forecast. If possible, include a comparison to statewide and national trends.
- ◆ **Fines and Penalties**
Analysis of fines and penalties that are levied against transport provider agencies for response times and other contract violations. Highlight best practices, opportunities for improvement, and/or threats (current and emerging). Compare and contrast VCEMS policies and practice related to fines and penalties against other California LEMSAs and national data where such data are available.

3. EMS System Deployment

- ◆ **Review of current structure**
Highlight areas of excellence and opportunities for improvement related to the deployment of ambulance and first responder assets within the organized EMS system.
- ◆ **System Status Plan**
Provide detailed analysis of the current system status plan (AKA move-up plan). Include dispatch's role and provide opportunities for change or improvement that may limit delays and improve overall performance.
- ◆ **Configuration Options**
 - Tiered EMS Response
 - Benefits / Risks / Challenges
- ◆ **Specialty Care**
Analyze the impacts of the specialty care system on the overall EMS system and its patients and provider agencies.
 - Impacts of existing policies on provider agencies, as they relate to system status and response capabilities.
 - Highlight best practices, opportunities for improvement.
- ◆ **Equipment Staffing -**
 - Provide analysis and options for staffing requirements that may exist for EMS vehicles responding to an emergency call.
 - EMS policies related to training and ongoing authorization, and any potential impacts on provider agencies
Analyze system staffing and initial/ongoing training requirements, including impacts on provider agencies.
- ◆ **Influencing Factors (+/-)**
 - Emergency Department Diversion

- Ambulance Patient Offload Times (APOT)
Compare APOT in the County of Ventura to statewide data and provide analysis on how the County of Ventura can improve times and performance.
 - Examine challenges that exist in data entry and collection and discuss ability to better collect data and report information to stakeholders.
 - ◆ Community Paramedicine / Mobile Integrated Healthcare
 - Analysis and Opportunities/Threats – local, state, and national.
 - ◆ Technology in EMS
 - Current and Future – both locally and national trends.
Impact of technology overall on patients, overall system, and system stakeholders. Provide additional analysis on how a Health Information Exchange (HIE) could benefit the EMS system and its stakeholders, versus whether or not the existing structure is adequate. Discussion on the resources needed and potential cost of HIE development should be included. Also include benefits of an HIE on QA/QI and delivery of care.

4. EMS System Communications (Emergency and Non-Emergency)

Provide an analysis of the countywide communications (dispatch) system within the County of Ventura. In addition, provide an analysis of the non-emergency (interfacility) communication structure used by transport providers. Provide analysis for each of the following items including an overall summary, capabilities, challenges, and opportunities/threats:

- ◆ 911 and 7-Digit Emergency
 - Emergency Medical Dispatch (EMD)
- ◆ 7-Digit Non-Emergency / Interfacility
- ◆ Radio Communications
- ◆ Redundant Communications (Reddinet, HAM, Satellite Phone, etc)

5. Response Times

Provide a review of EMS system response time requirements and stakeholder agency performance (transport and non-transport). Provide an analysis of existing policy and practice, and discussion on how changes to policy and procedure could (or could not) impact system performance. Include detailed analysis of response time data, broken out by ambulance zone and sub-zone.

- ◆ Overall Summary
 - Opportunities to improve or change
- ◆ Transport
 - Are current standards still relevant / applicable?
- ◆ Non-transport
- ◆ Non-emergency and interfacility transport (IFT) response times

6. Critical Care Transport

Provide analysis of the critical care transport situation within the VCEMS system. What are the best practices, and what are the challenges. Provide options for new / different deployment or response models that may improve performance and

decrease cost. Provide an analysis of overall cost (where such data are available and supplied by current providers), call volume, and response time intervals.

- ◆ **Current Challenges**
 - Current deployment practices / models. Review of existing policies and procedures (LEMSA and agency level).
- ◆ **Opportunities for Improvement**
 - Scope of practice
 - Opportunities / need for Critical Care Paramedic model in County of Ventura?
 - Appropriate availability?

7. Non-Emergency

Overview and analysis of existing non-emergency transport business within the County of Ventura. How does this non-emergency business impact overall EMS system operations and response/coverage capabilities? How does this impact overall EMS system performance?

- ◆ **Behavioral Health**

Highlight the situation in the County of Ventura related to behavioral health transports and its impacts on VCEMS provider agencies and hospitals.
- ◆ **Para-transit / Ambulette**

Provide a snapshot of the County of Ventura. How many providers exist? Are there opportunities to use para-transit to benefit the EMS system and its patients? Are there policy implications? Provide a comparison to other LEMSAs around the state.

8. Detailed Findings and Recommendations from Consultant

- ◆ Initial Draft report for VCEMS review
- ◆ Second Draft report for VCEMS and System Review Stakeholders
- ◆ Final report for VC Board of Supervisors and System Review Stakeholders
- ◆ Contractor on site for Board of Supervisors presentation

EXHIBIT "B"
Rates

On-site stakeholder engagement, meetings with County staff:

6 consultant days @ \$3,500/day = \$21,000
Expenses: 2 consultants x 3 travel** days ea. = \$6,000

Data and documentation review:

4 consultant days @ \$2,500/day = \$10,000

Report drafting and review:

2.5 consultant days @ \$2,500/day = \$6,250

Report revision and completion:

2.5 consultant days @ \$2,500/day = \$6,250

Remote stakeholder and County staff engagement:

1.8 consultant days @ \$2,500/day = \$4,500

TOTAL COST PROPOSAL: \$54,000

** All travel shall be in accordance with County of Ventura Administrative Travel Policy

COMPENSATION SCHEDULE

Payment terms are Net 30 Days, in arrears for services rendered or deliverables based. Contractor shall invoice County after each on-site visit/meeting, after completion of data/documentation review and delivery of draft and/or final report(s). County agrees that payment of Contractor's invoices is not dependent upon acceptance, rejection or implementation or rejection of Consultant's recommendations by County. Reimbursement for travel and expenses are to be in accordance with the County's expense reimbursement policy (Administrative Manual).