

109



**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FROM: Department of Public Health

SUBMITTAL DATE:
December 2, 2013

SUBJECT: Approve the Agreement, #14-056 with the Morongo Band of Mission Indians for Advanced Life Support (ALS) First Responder Services. District - 5 [\$0 dollars].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Agreement with the Morongo Band of Mission Indians for ALS First Responder Services effective date of execution through June 30, 2018, unless otherwise terminated by either party; and,
2. Authorize the Chairperson to execute four (4) copies of the Agreement; and,
3. Authorize the Purchasing Agent to sign subsequent amendments that do no change the substantive terms of the agreement.

BACKGROUND: (On page 2)

SH:rp/td/ys

Susan D. Harrington

Susan D. Harrington, Director
Department of Public Health

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0	

SOURCE OF FUNDS: N/A

Budget Adjustment: No

For Fiscal Year: 13/14

C.E.O. RECOMMENDATION:

APPROVE

BY: *Jennifer L. Sargent*
Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL
BY: *Neal R. Kipnis* DATE: 12/13/13
Departmental Concurrence

Purchasing: *Mark Seiler*
Mark Seiler, Assistant Director

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.:

District: 5

Agenda Number:

3-43

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approve the Agreement. #14-056 with the Morongo Band of Mission Indians for
Advanced Life Support (ALS) First Responder Services. District - 5 [\$0 dollars]**

DATE: December 2, 2013

PAGE: 2 of 2

BACKGROUND:

Summary

The Health and Safety Code Division 2.5 and California Code of Regulations Title 22 state that any local EMS agency may authorize an advanced life support (ALS) program which provides services utilizing Emergency Medical Technicians or Paramedics, or both, for the delivery of emergency medical care at the scene of an emergency. This Agreement allows the Morongo Fire Department to provide ALS First Responder Services in Morongo Fire Department's service area.

Impact on Citizens and Businesses

Currently, the Morongo Fire Department is not authorized to provide advanced life support (ALS) in case of an emergency. Implementation of an ALS program would provide for a closer resource to respond to medical emergencies. This Agreement will reduce the time for paramedic responses within the Morongo Fire Department's service area, which will improve patient outcomes. American Medical Response (AMR), as the County's selected vendor for ALS transport, will continue to provide emergency transport within the MFD area. This agreement does not modify the requirements of the contract with AMR to serve the MFD area.

ALS FIRST RESPONDER SERVICE PROVIDER
AGREEMENT BY AND BETWEEN
THE MORONGO BAND OF MISSION INDIANS
AND
COUNTY OF RIVERSIDE

This Agreement is made and entered into between the Morongo Band of Mission Indians (“Tribe” or “Morongo”), a federally recognized Indian Tribe, and the County of Riverside, a county organized under the laws of the State of California (County). Tribe and County are sometimes individually referred to as “party” and collectively as “parties”.

RECITALS

A. Pursuant to County of San Bernardino v. City of San Bernardino (1997) 15 Cal.4th 909, the County has the exclusive authority to determine the providers of Advanced Life Support (ALS) first responder (ALS First Responder Services) and ALS ambulance transport services (ALS Ambulance Transport Services) within its jurisdictional limits, and to determine ambulance zones within such jurisdictional limits, subject to certain statutory exceptions. In addition, the Emergency Medical Services Act (Cal. Health & Safety Code § 1797, et seq.) gives the County authority to authorize an ALS program which provides services utilizing EMT-P and to designate ALS First Responder Providers (Cal. Health & Safety Code § 1797.218).

B. The Emergency Medical Services Act, and other related state laws governing the provision of emergency medical services in California, are “civil regulatory” laws and, pursuant to the decision in California v. Cabazon, 480 U.S. 202 (1987), do not apply within the exterior boundaries of the Morongo Indian Reservation.

C. County, acting through the Riverside County Emergency Medical Services Agency (REMSA) of its Department of Health, is the local EMS agency for the local EMS area which includes the territory within the Pass Zone that encompasses the Morongo Reservation.

D. Pursuant to its authority under Cal. Health and Safety Code § 1797.224, the County has entered into an agreement with American Medical Response (AMR) Ambulance Service by which it has granted exclusive authority to provide ground ALS Ambulance Transport Services to AMR. The parties do not intend in any way for this Agreement to affect the County's agreement with AMR, which remains in full force and effect.

E. The parties want to ensure that individuals within each of their respective jurisdictional areas receive emergency medical care as quickly and efficiently as possible.

F. The parties have entered in an Automatic Aid Agreement in which the parties agreed to respond to fire and emergency medical/rescue incidents outside their geographical jurisdictions, and into the geographical jurisdiction of the other party.

G. The purposes of this Agreement are (1) to designate the Morongo Fire Department (MFD) as a provider of ALS First Responder Services within the Morongo Fire Department Service Area, and (2) recognize MFD as an approved Riverside County ALS provider for the purpose of, but not limited to, EMT-Paramedic Accreditation.

Now therefore, the parties agree as follows:

Section 1. County's designation of Morongo Fire Department as an ALS First Responder Service Provider.

County hereby agrees that the MFD is authorized to provide ALS First Responder Services in the Morongo Fire Department Service Area. For purposes of this Agreement, the Morongo

Fire Department Service Area shall mean the geographic area encompassed by the County of Riverside.

Section 2. Morongo Fire Department's Obligation as an ALS First Responder Service Provider.

In consideration of the promises contained herein, the parties agree:

a. Services will be performed in accordance with all applicable federal, state, County and Tribal laws, rules, regulations, and County protocols and ALS performance standards, including but not limited to, the operational requirements set forth in the ALS Program Requirements attached to this Agreement, as they may be amended from time to time by agreement of the parties ("ALS Program Requirements");

b. MFD agrees that, to the extent necessary to remain current with requirements as promulgated in California Code of Regulations Title 22, Division 9, Chapter 4, and REMSA's Protocols, Policies and Procedures, MFD will modify its performance standards and operational requirements, as currently set forth in ALS Program Requirements.

c. MFD will cooperate with County representatives relating to MFD's performance as an ALS First Responder Provider, for purposes of uniformity and quality control, by utilizing and submitting required patient care and performance reports and cooperating with County investigations of EMS related incidents; and

d. No payments shall be made between the parties as compensation for services performed pursuant to this agreement.

Section 3. Mutual Obligations

The parties agree that other than MFD's requirement to remain current as stipulated in Section 2, b, portions of this agreement may be modified in writing upon agreement of the Morongo Fire Chief and REMSA's Director or their designees.

Section 4. Term.

The term of Agreement shall begin when this Agreement is executed by the Parties and shall continue until June 30, 2018, unless terminated by either party upon ninety (90) days prior written notice.

Section 5. Termination.

Notwithstanding the foregoing term, this Agreement may be terminated at an earlier time as follows:

- a. By written agreement of the parties;
- b. Either party may terminate this Agreement in the event of a material breach by the other party. The non-breaching party must (1) provide written notification to the breaching party of the intent to terminate the Agreement as a result of the material breach, and (2) allow the breaching-party sixty (60) days to cure the breach before terminating this Agreement.

Section 6. Tribal Authority

The Tribe has agreed to voluntarily comply, in accordance with the terms of this Agreement, with the laws of the State of California governing the provision of emergency medical response ("EMR") services when providing such services within the exterior boundaries of the Morongo Reservation. Provided however, that nothing in this Agreement shall impose any standards, requirements or limitations upon the Tribe or the MFD regarding the provision of EMR services on the Morongo Reservation other than as expressly set forth herein and agreed to by the parties.

Section 7. Independent Contractor Status

Each party shall be solely responsible for its own employees. Each party shall pay all wages, salaries, overtime, benefits and other amounts due to their own personnel pursuant to applicable law and in connection with any and all services under this Agreement. Each party shall be responsible for all reports and obligations respecting their own personnel, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance. Employees or agents of one party shall not be deemed employees of the other for any purpose. Each party shall defend, indemnify and hold harmless the other party from and against any and all expenses or liabilities of any kind arising from or incident to any claim by any employee of the indemnifying party or any governmental agency relating to wages, salaries, overtime, benefits or other obligations of the indemnifying party to any employee thereof.

Section 8. Notices

All notices permitted or required under this Agreement shall be given to the respective parties at the following addresses, or at such other addresses as the respective parties may provide in writing for this purpose:

Morongo Band of Mission Indians:

Morongo Band of Mission Indians
12700 Pumarra Road
Banning, CA 92220
Phone: 951-755-5098 Fax: 951-849-7194
Attn: Morongo Tribal Chairman

Copy to:

Morongo Band of Mission Indians
12700 Pumarra Road
Banning, CA 92220
Attn: Morongo Tribal Clerk

Phone: 951-755-5098 Fax: 951-849-7194

County:

Riverside County EMS Agency
4065 County Circle Drive
Riverside, California 92503
Attn: REMSA Director
Phone: 951-358-5029 Fax: 951-358-5160

Such notices may be provided by personal delivery, by first class mail, by express delivery or by facsimile transmission. Notice shall be deemed made as follows: (1) when personally delivered, upon actual delivery; (2) when mailed, seventy-two (72) hours after deposit in the U.S. Mail, first class postage prepaid; (3) when sent by express delivery, upon delivery as documented by the delivery service, and (4) when sent via facsimile transmission, upon actual delivery as documented by any verifiable facsimile transmission record. Facsimile transmission shall be followed by first class delivery along with a copy of the facsimile transmission record. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

Section 9. Cooperation and Further Acts

The parties shall fully cooperate with one another, and shall take any additional acts or execute any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

Section 10. Non-Discrimination

Tribe shall not discriminate in the provisions of services, allocation of benefits, accommodation of facilities, or employment of personnel, on the basis of ethnic group identification, race, color, creed, ancestry, religion, national origin, sexual preference, sex, age

(over 40), marital status, medical condition, or physical or mental handicap, and shall comply with all requirements of the law regarding non-discrimination and affirmative action including those laws pertaining to the prohibition against qualified handicapped persons in all programs or activities; provided, however, that an Indian preference in employment, training, and promotion, as permitted by both federal and tribal law, shall not be deemed to violate this Agreement.

For the purpose of this Agreement, distinctions on grounds of race, religion, color, sex, national origin, age or physical or mental handicap include, but are not limited to, the following:

a. Denying an eligible person or providing to an eligible person any services or benefit which is different, or is provided in a different manner or at a different time from that provided to other eligible persons under this Agreement.

b. Subjecting an eligible person to segregation or separate treatment in any manner related to his/her receipt of any service, except when necessary for infection control.

c. Restricting the ineligible person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving a similar service or benefit.

d. Treating an ineligible person differently from others in determining whether he/she satisfies an eligibility, membership, or other requirement or condition which individuals must meet in order to be provided a similar services or benefit.

e. The assignment of time or places for provisions of services on the basis of race, religion, color, sex, national origin, age, or physical or mental handicap of the eligible person to be served.

Section 11. Insurance

Tribe shall provide and maintain, at its own expense during the term of this Agreement, the insurance covering its operations hereunder through either purchasing insurance, by self-insuring,

or by participation in a Joint Powers Insurance Authority. Such insurance (if purchased) shall be provided by responsible insurer(s), and evidence of such insurance or self-insurance shall be delivered to County on or before the effective date of this Agreement. Such evidence shall specifically identify this Agreement and, if insurance is purchased, shall contain express conditions that County be given a written notice at least thirty (30) days in advance of any modification or termination.

Failure on the part of Tribe to produce or maintain required insurance or a self-insurance program shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

The Tribe's insurance program shall provide for the following coverage:

- Liability Coverage: shall be primary to and not contributing with any other insurance maintained by County.
- Comprehensive General Liability Coverage: shall include automobile liability, premises-operations, contractual, property damage and personal injury with a combined limit of not less than \$3,000,000 in coverage for each occurrence.
- Errors and Omission Coverage: shall include personal injury arising from the acts or omissions of MFD's, EMTs and EMT-Ps in performing emergency medical services, with limits of no less than \$1,000,000 for each occurrence.
- Workers' Compensation Coverage: shall be in a form to meet all applicable requirements of the Labor Code of the State of California, including employer's liability.

Tribe shall cause its insurance carrier, if applicable, to furnish County with evidence of the coverage specified herein and shall cause County to be named as an additional insured under its

comprehensive general liability and errors and omissions coverage with respect to the acts or omissions of MFD under this Agreement and the obligations of MFD hereunder.

Section 12. Attorney's Fees

If any party commences an action against another party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

Section 13. Indemnification

Each party shall defend, indemnify and hold the other party and its officials, officers, employees and agents free and harmless from and against any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any negligent acts, omissions or willful misconduct of the indemnifying party or its officials, officers, employees and agents related to the performance of this Agreement, including attorney's fees and other related costs and expenses; provided, however, that employees of any party shall not be deemed agents of any other party for purposes of this Agreement. The indemnifying party shall defend, at that party's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the other party or its officials, officers, employees and agents. The indemnifying party shall pay and satisfy any judgment, award or decree that may be rendered against the other party or its officials, officers, employees and agents in any such suit, action or other legal proceeding. The indemnifying party shall reimburse the other party and its officials, officers, employees and agents for any and all legal

expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Notwithstanding the foregoing, the indemnifying party shall not settle any lawsuit with respect to the other party to this Agreement without such party's consent, which consent shall not be unreasonably withheld.

Section 14. Entire Agreement; Amendments

This Agreement contains the entire Agreement between the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements; provided, however, that the Automatic Aid Agreement shall not be affected and shall remain in full force and effect. This Agreement may be amended by a writing signed by both parties.

Section 15. Governing Law

This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

Section 16. Successors and Assigns

This Agreement shall be binding on the successors and assigns of the parties.

Section 17. Assignment or Transfer

No party shall assign, hypothecate, subcontract or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other party. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

Section 18. Construction, References and Captions

The language of this Agreement shall be construed simply, according to the plain meaning of the terms, and not strictly for or against any party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to any party

shall include all officials, officers, employees and agents of that party, except as otherwise specified in this Agreement. The captions of the various sections are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

Section 19. Waiver

No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give any other party any contractual rights by custom, estoppel, or otherwise.

Section 20. No Third Party Beneficiaries

There are no third party beneficiaries of any right or obligation assumed by the parties.

Section 21. Invalidity and Severability

If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect. In addition, if any portion of this Agreement is declared to be invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, or is otherwise deemed to be such by legal counsel for the parties to this Agreement, the parties shall use their reasonable best efforts to amend this Agreement to remove the inappropriate provision(s); provided, however, that if the amendment cannot be made in a manner which preserves all essential parts of the consideration for any party, such party may terminate this Agreement as soon as is reasonably practicable or as required by law.

Section 22. Authority to Execute Agreement

Each party warrants that it has the requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party also warrants that the individuals who have signed this Agreement have the legal power to make this Agreement and bind each respective party hereto.

Section 23. Counterparts

This Agreement may be signed in one or more counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the later of the dates upon which this Agreement is duly and validly approved by each of Morongo and the County.

COUNTY OF RIVERSIDE
("County")

MORONGO BAND OF MISSION INDIANS
("Morongo")

By: _____
John J Benoit, Chairman

By: _____

Its: Board of Supervisors

Its: Tribal Chairman

Date: _____

Date: _____

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

Date: _____

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis DATE 12/4/13
NEAL R. KIPNIS

ALS PROGRAM REQUIREMENTS

Morongo Fire Department Will:

1. Provide County with a map which outlines the Morongo Fire Department Service Area and provide County with notice of any changes in the Morongo Fire Department Service Area and updated maps reflecting such changes;
2. Comply with all applicable County requirements for record keeping and data collection and maintain the confidentiality of said information:
3. Comply with County's requirements for the implementation of a quality improvement program, including the designation of a qualified person to supervise Morongo Fire Department's quality improvement program.
4. Appoint Morongo Fire Department Chief, or his designate, to serve as ALS Program Coordinator to serve as a liaison with County and other County EMS system service providers and to act on Morongo Fire Department's behalf in the administration of this Agreement.
5. Comply with Riverside County dispatch protocols.
6. Notify County in a timely manner of significant or continuing service performance problems, including but not limited to: (1) base hospital complaints; (2) changes in the status of certified/accredited personnel (e.g., termination, classification, etc.); (3) changes in station location(s); (4) radio frequency interference which causes operational problems; (5) and local emergencies/disasters which causes operational problems.
7. Provide continuous twenty-four (24) hour First Responder Services which meet a minimum level of service, as determined by the County. The service by Morongo Fire Department may be modified as approved by County, within County's sole discretion. The Morongo Fire

Department shall determine what level of service to provide beyond the County's minimum level.

8. Ensure that all appropriate employees and agents hold necessary certification, licenses, or accreditation and shall maintain the records of such that they comply with all training requirements as required by applicable state and federal law, regulation, policy and protocol.
9. Meet the following ALS performance standards:

Level of Clinical Sophistication

Medical Control

Prospective medical control of EMT-P personnel shall be according to the REMSA policies and procedures established by the REMSA Medical Director. Immediate medical control shall be provided to EMT-P personnel by Base Hospital physicians or mobile intensive care nurses according to the policies and procedures of the REMSA Medical Director. Retrospective medical control shall be provided according to the standards set for by the REMSA Medical Director through continuous quality improvement programs, including continuing education programs, conducted cooperatively by Morongo, REMSA, and the Base Hospitals.

Training/education/Certification/Accreditation

Continuing Education Records: Morongo shall maintain records of continuing education for its EMT-P employees for a minimum of four (4) years.

Field Care Audits: Morongo shall work cooperatively with the Hospitals and REMSA in identifying educational opportunities, assisting with field care audits, continuing education classes and programs.

Mandatory Education for Local EMT-P Accreditation: Morongo shall cooperate fully with REMSA to notify and ensure completion by EMT-Ps of mandatory education programs.

Specialty Education Programs: Morongo shall ensure all paramedic personnel in their employ receive and continuously maintain Advanced Cardiac Life Support certification, Pre-hospital Trauma Life Support, or Basic Trauma Life Support, Pediatric Advanced Life Support, or other REMSA approved paramedic emergency medical pediatric course. New hire employees shall complete all required training within six (6) months of their date of hire.

ALS Staffing

All First Responder ALS responses shall be staffed with at least one (1) Riverside County accredited EMT-P (paramedic) has completed and is certified in all training required by these ALS Program Requirements. Subject to the approval of Contract Administrator, this staffing may be modified in special circumstances.

Medical Equipment and Supplies

Morongo will equip and supply ALS vehicles according to the standards set forth by the County. This inventory may be modified only with the approval of the Contract Administrator. Morongo will submit a written plan for approval by the Contract Administrator detailing the plan to maintain adequate equipment and supplies on the ALS response vehicles.

10. Data Collection and Recordkeeping

Morongo shall be responsible for the provision of detailed patient and EMS system data.

Reports will be submitted according to specifications set forth by the County and any future

guidelines promulgated by REMSA. The data will be prepared in a format specified by REMSA.

11. Out of Service Area Medical Mutual Aid

Morongo agrees to send ALS vehicles and personnel to other EMS service areas, both within and outside Riverside County, for the purposes of rendering care to a large scale multiple victim incidents when requested. However, Morongo agrees to maintain adequate ALS resources for first responder emergency medical responses within their jurisdiction.

12. Strive to ensure a positive, communicative and effective working relationship with the County.

County Will:

1. Provide Morongo Fire Department with County-adopted protocols, policies and procedures relating to emergency medical care, and shall provide Morongo Fire Department with any revisions or additions following approval by the County:
2. Involve Morongo Fire Department in the County's quality improvement programs.
3. Communicate as necessary with Morongo Fire Department's Medical Advisor, ALS program coordinator and/or fire chief.
4. Assign one or more base hospitals to Morongo Fire Departments ALS program according to the REMSA Policies and Procedures.
5. Schedule mutually acceptable periodic visits by County staff with Morongo Fire Department's staff to ensure compliance with local polices and/or procedures related to the Agreement which fall within the jurisdiction of REMSA.
6. Strive to ensure a positive, communicative and effective working relationship with Morongo Fire Department.

7. Continue to honor Morongo Fire Department's existing responsibilities and rights in connection with the administration of Morongo Fire Department's EMS program, including, but not limited to, dispatching, placement/location of ALS First Responder units, staffing, equipping and system delivery of ALS First Responder, so long as Morongo Fire Department does not violate applicable state or local laws, rules, regulations, protocols and policies that relate to emergency medical care.