

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS
 DATE: 8/12/15

Departmental Concurrence

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

904



FROM: FIRE

SUBMITTAL DATE:
 August 3, 2015

SUBJECT: Approval of the Paramedic Field Service Agreement between the County of Riverside and Pechanga Band of Luiseño Indians to provide supervised assistance for their Emergency Medical Service (EMS) Program paramedics for three (3) years [\$0]; District 3

RECOMMENDED MOTION: That the Board of Supervisors approved and authorize the Chairman of the Board to execute the attached Paramedic Field Service Agreement between the County of Riverside and the Pechanga Band of Luiseño Indians to gain supervised field experience, which is used to help EMS knowledge and skills.

BACKGROUND:

Summary

The Pechanga Band of Luiseño Indians maintains an Emergency Medical Services Program for their employees in the fields of EMT-Basic and EMT-Paramedic.

[Signature]
 John R. Hawkins
 Fire Chief

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

SOURCE OF FUNDS: N/A

Budget Adjustment: No
For Fiscal Year: 15/16

C.E.O. RECOMMENDATION:

APPROVE

BY: *[Signature]*
 Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Prev. Agn. Ref.: | **District:** 3 | **Agenda Number:**

3-18

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Indians to provide supervised assistance for their Emergency Medical Service (EMS)**

Program paramedics for three (3) years [\$0]; District 3

DATE: August 3, 2015

PAGE: 2 of 2

BACKGROUND:

Summary (continued)

The Pechanga Band of Luiseño Indians desires to contract with the Riverside County Fire Department to gain supervised field experience, which is used to help maintain EMS knowledge and skills. The Pechanga Band of Luiseño Indians is a sovereign Indian nation and tribal government located in Temecula, CA with an accredited Emergency Medical Service (EMS) program. The supervised field service experience will provide hands on training in the role of a paramedic. During this training, the intern is evaluated on demonstration of patient pre-hospital care. The intern is also evaluated in the performance of duties including interaction with patients, families, hospital, co-workers, and other emergency agencies of the same or different cultures; displaying respect, politeness, discretion and teamwork; displaying action and attitude consistent with ethical standards of the profession are among some of those characteristics being taught and evaluated.

The Riverside County Fire Department will greatly benefit in the mentoring and training of these employees with this important and informative training being conducted under Riverside County Fire Department's Rules, Regulations and Ethics. Pechanga Band of Luiseño Indians provides fire protection, disaster preparedness and response, fire prevention, rescue, medical emergency services, and public service assists (hereinafter called "Fire Services") to its resident tribe members within the tribe boundaries which are located within the County of Riverside.

The two agencies have reached an agreement as to the level of service to be provided to the interns. This agreement provides for the responsibility of each party. The term of this agreement shall be from the last date of final execution through June 20, 2017.

There is no cost to Riverside County for this program. Per Health and Safety Code Section 1799.100, the county is not liable for any civil damages as a result of alleged damages from this training program. In addition, Pechanga Band of Luiseño Indians shall and does agree to indemnify, protect, defend and hold harmless the County, its agencies, departments, directors, officers, agents, Board of Supervisors, elected and appointed officials and representatives. All students are required to sign a Statement of Patient Confidentiality before beginning the field training. The program is in correlation with the Riverside County EMS Program Internship Field Guide in accordance with the pertinent sections of Division 9 of Title 22 of the California Code of Regulations and Division 2.4 of the California Health and Safety Code.

The Fire Department has similar agreements with local accredited colleges and universities and this agreement is similar to the County's other College/Pre-Hospital Provider Agreements. The agreement has been approved as to form by County Counsel.

Impact on Citizens and Businesses

There is no direct impact on the citizens and businesses due to the approval of this agreement. There are no costs or change as to the level of service provided to the contract cities and/or county.

SUPPLEMENTAL:

Additional Fiscal Information

There is no fiscal impact with the approval of this agreement.

Contract History and Price Reasonableness

The Riverside County Fire Department contracts with the Pechanga Band of Luiseño Indians individually pursuant to that certain Cooperative Agreement to Provide Fire Department Dispatch and Communication Services through its Emergency Command Center, for the dispatching of the Tribe's emergency vehicles to all incidents for the Pechanga Band of Luiseno Mission Indians, dated December 14, 2010 (the "Cooperative Agreement"). There is no previous Paramedic Field Service Agreement between the Pechanga Band of Luiseño Indians and the Riverside County Fire Department. There is no cost to the county for this program.

RIVERSIDE COUNTY FIRE DEPARTMENT AGREEMENT
TO PROVIDE SUPERVISED FIELD SERVICE EXPERIENCE FOR
PECHANGA FIRE DEPARTMENT PARAMEDICS

THIS RIVERSIDE COUNTY FIRE DEPARTMENT AGREEMENT (hereinafter referred to as "Agreement") is entered into by and between the PECHANGA FIRE DEPARTMENT, (hereinafter referred to as "PFD"), an entity of the Pechanga Band of Luiseño Indians, a sovereign Indian nation and tribal government and the County of Riverside, a political subdivision of the State of California, on behalf of the Fire Department, (hereinafter referred to as "PROVIDER"). The PFD and PROVIDER shall collectively be referred to herein as "the Parties".

PURPOSE

The PFD maintains an Emergency Medical Services Program for employees in the fields of Emergency Medical Technician Basic ("EMT-B") and Emergency Medical Technician - Paramedic ("EMT-Paramedic"), (hereinafter collectively referred to as the ("EMS Program")).

The EMS Program has certain requirements for employees to gain supervised field experience, which is used to help maintain EMS knowledge and skills.

The PROVIDER supplies emergency medical services to the community which lend themselves to the provision of said supervised field experience for PFD staff members enrolled in the EMS Program Field Training.

The PFD and the PROVIDER desire to cooperate in the EMS Program Field Training and to use the facilities of both Parties in connection therewith.

The PROVIDER shall retain complete responsibility for fire protection, disaster preparedness and response, fire prevention, rescue, hazardous materials mitigation, technical rescue response, medical emergency services, and public service assists (hereinafter called "Fire Services"). The PROVIDER shall retain ultimate responsibility at all times for the care of all patients receiving EMS treatment.

The PROVIDER has entered into that certain Cooperative Fire Programs Fire Protection Reimbursement Agreement ("CAL FIRE Agreement") dated June 26, 2012 with the State of California, Department of Forestry and Fire Protection ("CAL-FIRE") whereby CAL-FIRE personnel provides fire protection, disaster preparedness and response, fire prevention, rescue, hazardous materials mitigation, technical rescue response, medical emergency services, and public service assists ("Fire Services") to the PROVIDER to serve the unincorporated areas of the County of Riverside.

The PROVIDER by way of separate cooperative agreements with several cities and special districts ("Contract Partners"), through its CAL FIRE Agreement, provides Fire Services in each Contract Partners' respective jurisdiction.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

AGREEMENT

1. The PFD shall:
 - a. Provide PROVIDER a copy of the Emergency Notification Form for each PFD staff member prior to participation in the EMS Program Field Training.
2. The PROVIDER shall provide the following:
 - a. The cooperation and counsel of the PROVIDER to help ensure success of the EMS Program Field Training.
 - b. As broad an experience as possible with opportunities for observation, participation, or independent activity involving day to day responsibilities of emergency medical patient care through the program offered by the PROVIDER.
 - c. Retain complete control and responsibility of victim/patient care as well as supervision and oversight of PFD staff members' participation at all times.
3. Should emergency treatment be necessary for a PFD staff member in the event of accident or sudden illness, the cost of such treatment shall be covered by the PFD. It will be the duty and obligation of the PFD to insure that a claim is properly filed with the PFD's Risk Management Department. The parties agree that the standards of the EMS Program Field Training shall be maintained at a level equal to or exceeding those required by the State of California as outlined in Title 22 of the Code of Regulations.
4. The Parties agree that the PFD staff members participating in the EMS Program Field Training are not employees or agents of the PROVIDER, nor shall they become employees or agents of the PROVIDER by virtue of their participation in the EMS Program Field Training, but shall be subject to and shall abide by all PROVIDER rules, regulations, and policies, including, but not limited to: those governing professional conduct, confidentiality, discrimination, affirmative action, substance abuse, and Blood Borne Pathogen Control Plan. In the event a PFD staff member fails or refuses to do so, the PROVIDER reserves the right to deny the use of its facilities and services by such PFD staff member.
5. Each PFD staff member in the EMS Program Field Training, prior to beginning field training with the PROVIDER, shall have on file, documentation of health status with their employer's EMS Program Coordinator including: documentation of negative TB test within the previous year, and current Hepatitis B vaccination. This documentation shall be provided to PROVIDER upon request.
6. The number of PFD staff members participating in the EMS Program Field Training who are assigned to the PROVIDER shall be determined by mutual agreement of the Parties.
7. Per Division 9 of Title 22 of the California Code of Regulations; no more than one (1) EMT PFD staff member, of any level, shall be assigned to a response vehicle at any one time during the PFD staff member's field training.

8. PFD staff are not authorized to drive any PROVIDER vehicle, but may ride in such vehicles during their participation in this program when driven by a PROVIDER employee.
9. A strict code of confidentiality of victim/patient information shall be maintained by all participants in the EMS Program Field Training.
 - a. PFD staff will sign a Statement of Confidentiality as part of the Orientation. This signature binds the PFD staff member to maintain patient confidentiality throughout the field experience. No copies of patient records shall be made, and no records or copies thereof shall be removed from the PROVIDER.
 - b. The discussion, transmission, or narration in any form by PFD staff of any individually identifiable client/patient information, medical or otherwise, obtained in the course of the EMS Program Field Training is forbidden. PFD staff shall use de-identified information only in any discussions about the clinical experience with the PFD, its employees, or agents as a necessary part of the practical experience.
 - c. In the event of an individual's failure to comply with the confidentiality requirements stated herein, or his/her refusal to enter into a confidentiality agreement hereinafter required to be entered into with the PROVIDER'S resources, as applicable, shall be denied approval to participate under this Agreement.

10. Initial Term and Renewal.

- a. The term of this Agreement shall be from the last date of final execution to June 30, 2018.
- b. One hundred eighty (180) days prior to the date of expiration of this Agreement, PFD shall give PROVIDER written notice of whether PFD intends to extend this Agreement or enter into a new agreement with PROVIDER for EMS Program Services.

11. Termination.

Either party to this Agreement may terminate this Agreement by providing a written notice of termination to the other party hereto no less than one (1) month prior to the expiration of the term hereof for any reason.

12. Discrimination.

The PFD, its employees, agents and PFD staff members accessing PROVIDER resources hereunder shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of race, religion, medical condition, disability, marital status, sex, age or sexual orientation, and shall comply with all other requirements of law regarding nondiscrimination and affirmative action including those laws pertaining to the prohibition of discrimination against qualified handicapped persons in all programs or activities. For the purposes of this Agreement, distinction on the grounds of race,

religion, medical condition, disability, marital status, sex, age or sexual orientation include, but are not limited to, the following:

- a. Denying an eligible person or providing to an eligible person any service or benefit which is different, or is provided in 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 or benefit, except when necessary for infection control.
- c. Restricting an eligible person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving a similar service or benefit.
- d. Treatment of an eligible person differently from others in determining whether he/she has satisfied any eligibility, membership, or other requirement or condition which individuals must meet in order to be provided the same or similar service or benefit.
- e. The assignment of times or places for the provision of services on the basis of race, religion, medical condition, disability, marital status, sex, age or sexual orientation of the eligible person to be served.

13. Insurance.

PFD shall purchase and maintain during the duration of this Agreement and after the expiration of this Agreement as provided below, the following insurance coverage:

- a. Worker's compensation and employer's liability coverage for PFD's legal and statutory obligations for damages due to bodily injuries either by accident or disease, occurring to PFD's employees, agents or servants as a result of employment.
- b. General liability covering PFD, its agents, employees, and servants for bodily injury personal injury, or property damage claims arising out of the premises, products or activities of the PFD. Minimum limits of liability for the above coverage shall be \$1,000,000 per occurrence and \$3,000,000 aggregate for bodily injury and property damage.
- c. Professional liability covering PFD, its agents, employees, and servants for bodily injury and personal injury claims of victim/patients arising out of the rendering or failure to render care by PFD employees. Minimum limits of liability shall be \$1,000,000 per incident and \$3,000,000 annual aggregate. In the event such coverage is through a "claims made" policy and is either cancelled, replaced or non-renewed, PFD shall obtain and maintain extended coverage ("tail") insurance covering occurrences during the effective period of this Agreement.

- d. The policies required hereunder shall provide for written notice to Provider at least thirty (30) days prior to the cancellation or modification of any above-mentioned insurance.
- e. PFD shall provide Provider with certificates of insurance as evidence that all coverage required under this Agreement listed above have been obtained and are in full force and effect. Provider shall be named on all policies required under this Agreement as an additional insured per the requirements of this Agreement. Certificates of insurance must be supplied within five (5) days of effective date of this Agreement, and thereafter prior to the expiration date noted upon each certificate. Such policies and the insurers thereunder shall be subject to reasonable and good faith approval by Provider.
- f. It is understood and agreed that the Pechanga Fire Department is a self-insured public agency. The Pechanga Fire Department also maintains self-insurance programs to fund its respective liabilities noted above.

14. Indemnification and Hold Harmless.

To the fullest extent permitted by applicable law, PFD shall and does agree to indemnify, protect, defend and hold harmless PROVIDER, its agencies, departments, directors, officers, agents, Board of Supervisors, elected and appointed officials and representatives (collectively, "Indemnitees") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the services performed hereunder, by PFD and PFD staff, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of PFD and its officers, employees, subcontractors, agents, or representatives (collectively, "Liabilities"). Notwithstanding the foregoing, the only Liabilities with respect to which PFD's obligation to indemnify, including the cost to defend, the Indemnitees does not apply is with respect to Liabilities resulting from the negligence or willful misconduct of an Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

To the fullest extent permitted by applicable law, PROVIDER shall and does agree to indemnify, protect, defend and hold harmless PFD, its agencies, and departments, their respective directors, officers, elected and appointed officials, employees, agents and representatives (collectively, "Indemnitees") for, from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, awards, judgments and expenses, attorney and/or consultant fees and costs, taxable or otherwise, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (1) the Services performed hereunder by PROVIDER, or any part thereof, (2) the Agreement, including any approved amendments or modifications, or (3) any negligent act or omission of PROVIDER, its officers, employees, subcontractors, agents, or representatives (collectively, "Liabilities"). Notwithstanding the foregoing, the only Liabilities with respect to which PROVIDER's obligation to indemnify, including the cost to defend, the Indemnitees does not apply is with respect to Liabilities resulting from the negligence or willful misconduct of an Indemnitee, or to the extent such claims do not arise out of, pertain to or relate to the Scope of Work in the Agreement.

15. Disputes.

PFD shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of PFD, be available for contract resolution or policy intervention with PROVIDER, when, upon determination by the Chief that a situation exists under this Agreement in which a decision to serve the interest of PFD has the potential to conflict with PROVIDER interest or policy. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by the PFD and PROVIDER employees normally responsible for the administration of this Agreement shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. PFD and PROVIDER agree to continue with the responsibilities under this Agreement during any dispute. Disputes that are not resolved informally by and between PFD and PROVIDER representatives may be resolved, by mutual agreement of the parties, through alternate forms of dispute resolution, including, but not limited to, mediation or non-binding arbitration. The costs associated with the selected form of dispute resolution such as mediation or non-binding arbitration shall be shared equally among the participating parties. If the alternate form of dispute resolution does not resolve the issue(s), the parties reserve the right to invoke the dispute resolution process outlined in the Dispute Resolution Addendum, attached hereto and incorporated herein by reference.

Any claims or causes of actions, whether they arise out of unresolved disputes as specified in this Section or claims by third parties that are made against the PROVIDER, shall be submitted to the Office of the Clerk of the Board for the County of Riverside in a timely manner.

16. Delivery of Notices

Any notices to be served pursuant to this Agreement shall be considered delivered when deposited in the United States mail and addressed to:

PROVIDER
County Fire Chief
210 W. San Jacinto Ave.
Perris, CA 92570

PFD
Fire Chief Jason Keeling
48240 Pechanga Road
Temecula, Ca. 92592

With a Courtesy Copy to:
Office of the General Counsel
P.O. Box 1477
Temecula, CA 92593

Provisions of this section do not preclude any notices being delivered in person to the addresses shown above. Delivery in person shall constitute service hereunder, effective when such service is made.

17. Entire Contract.

This Agreement contains the whole contract between the parties for the provision of Preceptor Services. It may be amended or modified upon the mutual written consent of the parties hereto. This Agreement does NOT supplement other specific agreements entered into by both parties for equipment or facilities, and excepting those equipment or facilities agreements, this Agreement cancels and supersedes any previous agreement for the same or similar services.

This Agreement may be executed in duplicate counterpart originals, each of which is deemed to be an original, and all of which when taken shall constitute one and the same instrument.

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[Signature Provisions on following page]

IN WITNESS WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

Dated: 4/16/15

PECHANGA BAND OF LUISEÑO
INDIANS

By: 
Mark Macarro,
Tribal Chairman

Dated: _____


COUNTY OF RIVERSIDE

By: _____
Chairman, Board of Supervisors

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

APPROVED AS TO FORM:
GREGORY P. PRIAMOS,
County Counsel

By: 
ERIC STOPHER
Deputy County Counsel

By: _____
Deputy

(SEAL)

DISPUTE RESOLUTION ADDENDUM

A. The Pechanga Band of Luiseno Indians (the "Tribe") is a sovereign Indian Nation, and as such it possesses sovereign immunity from suit. Nothing in this Agreement is or shall be deemed to be a waiver of the Tribe's sovereign immunity from suit, which immunity is expressly asserted, except that the Tribe agrees to waive its immunity for the limited and sole purposes of compelling arbitration by **Riverside County** ("Vendor") and of enforcing arbitration of any decision rendered pursuant to the terms and conditions of this Agreement.

B. Prior to pursuing any arbitration, each party shall, whenever possible, attempt to resolve any grievances, complaints or disputes that are brought to its attention by the other party. Each party shall notify the other party in writing of any material dissatisfaction with the other party's performance at its address of record. Within ten (10) days of receipt of such notice, unless the problem has been resolved, the parties shall meet and confer in good faith to determine what remedial action, if any, is necessary.

C. In the event of any dispute between the parties hereto arising under this Agreement, such dispute shall be submitted to mandatory binding arbitration, to be conducted in Riverside County, CA, pursuant to the Commercial Rules of the American Arbitration Association. Each party shall initially pay its own arbitration costs and expenses, but the arbitrator may, in its discretion, include such costs and expenses, together with reasonable attorneys' fees, as part of the award to the prevailing party. Any award of the arbitrators may be submitted for enforcement to a court of competent jurisdiction located in Riverside County, CA.

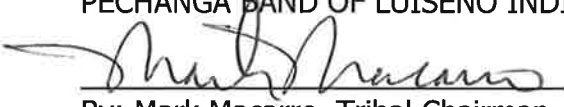
D. Judicial remedies are specifically limited to the enforcement of an award of money damages by arbitration pursuant to this Agreement; provided that the arbitrator(s) and/or court shall have no authority or jurisdiction to execute against any assets of the Pechanga Band of Mission Indians except to award the prevailing party the amounts paid or payable under this Agreement, costs of arbitration, court costs to enforce the arbitration decision and legal fees incurred during arbitration and any subsequent court proceedings to enforce the arbitration decision.

E. The Tribe's limited waiver of its sovereign immunity as provided herein extends only to an arbitration, action to compel arbitration and action to confirm or enforce arbitration awards by Vendor, and no other person or entity, for money damages in an amount not to exceed the amounts paid or payable under this Agreement, for the Tribe's breach of this Agreement.

Signed:
RIVERSIDE COUNTY

By:

Date: _____

Signed:
PECHANGA BAND OF LUISENO INDIANS

By: Mark Macarro, Tribal Chairman

Date: 4/16/15