

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

354
(1693)



FORM APPROVED BY COUNTY COUNSEL
BY: Kim Watts 8/19/16
DATE
KARIN L. WATTS, CLERK
Departmental Concurrence

FROM: Emergency Management Department

SUBMITTAL DATE:
July 20, 2016

SUBJECT: Approve the Agreement, #EM-16-108 with the City of Indio for Advanced Life Support (ALS) Emergency Ambulance Transportation Services. [District 4] [\$ N/A].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the Agreement with the City of Indio for ALS Emergency Ambulance Transportation Services effective date of execution through June 30, 2020 with automatic renewal thereafter concurrent with the term and extensions of the County agreement with American Medical Response for ground emergency ambulance transport services; and
2. Authorize the Riverside County EMD Director, or her designee, to sign subsequent amendments that do not change the substantive terms of the agreement as approved by County Counsel.

BACKGROUND: (On page 2)

BB:rp

Kim Saruwatari

Kim Saruwatari, Director
Emergency Management
Department

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

SOURCE OF FUNDS: N/A

Budget Adjustment: No
For Fiscal Year: 16/17-19/20

C.E.O. RECOMMENDATION:

APPROVE

BY: *Steven C. Horn*

Steven C. Horn

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Prev. Agn. Ref.:

District: 4

Agenda Number:

3-40

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approve the Agreement #EM-16-108 with the City of Indio for Advanced Life Support
(ALS) Emergency Ambulance Transportation Services. [District 4] [\$ N/A]**

DATE: July 20, 2016

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 Emergency Medical Services (EMS) agency may authorize an advanced life support (ALS) program which provides services utilizing Paramedics for the delivery of emergency medical care. ALS providers must have a written agreement with the Riverside County EMS Agency (REMSA) to participate in the EMS system in compliance with all applicable State laws and REMSA protocols, policies, procedures and continuous quality improvement plan. This Agreement provides authorization and codifies concurrence for the City of Indio Fire Department (Riverside County Fire Department) to continue to provide ALS Emergency Ambulance Transportation Services in the City of Indio service area. The City of Indio will be recognized as an ALS emergency ambulance provider in the REMSA EMS Plan. This agreement does not modify the requirements or service area contained in the agreement with American Medical Response (AMR) for the provision of ALS emergency ambulance service in the Desert Exclusive Operating Area (EOA).

Impact on Citizens and Businesses

This agreement provides for the integration and on-going improvement of ALS emergency ambulance services supplied to the residents and visitors of the City of Indio.

**ADVANCED LIFE SUPPORT (ALS) EMERGENCY AMBULANCE TRANSPORT SERVICES
AGREEMENT BY AND BETWEEN THE
CITY OF INDIO AND COUNTY OF RIVERSIDE**

This Agreement is made and entered into between the City of Indio (City), a municipal corporation organized under the laws of the State of California, and the County of Riverside (County), a county organized under the laws of the State of California. City and County are sometimes individually referred to as “party” and collectively as “parties”.

RECITALS

A. Pursuant to *the California Health and Safety Code, Division 2.5*, the Local Emergency Medical Services Agency (LEMSA) has the exclusive authority to determine the providers of ALS services within its jurisdictional limits, and to determine emergency ambulance service operating areas within such jurisdictional limits, subject to certain statutory exceptions. In addition, *Health and Safety Code Section 1797.218; California Code of Regulations, Title 22, Sections 100145, 100146, 100166, 100168 and 100170; and the County of Riverside Ordinance No. 756*, respectively, gives Riverside County EMS Agency (REMSA) exclusive authority to authorize and establish criteria for an ALS program, which provides services utilizing paramedics, and to designate ALS First Responders and ALS Ambulance Providers.

B. Definitions: The definitions set forth in Exhibit A shall apply to this Agreement.

C. The purpose of this Agreement is:

1. Subject to the terms and conditions set forth herein, to authorize City as a provider of ALS emergency ambulance services within the City of Indio, hereafter referred to as the City of Indio Non-Exclusive Operating Area, and other areas of Riverside County as needed for mutual aid requests, plans and/or agreements.

2. To assure the ALS emergency ambulance services supplied by the City of Indio are integrated into the County EMS system and codified in the County’s EMS Plan.

3. Acknowledge in writing that although the City of Indio was not providing ambulance services prior to June 1, 1980 or January 1, 1981, because of its geographic location, the County desires to recognize and allow the City to continue in providing its own ambulance

service within the City of Indio boundaries, regardless of whether such boundaries may change in the future, so long as said boundary changes and resulting ambulance service changes by City do not constitute a change to manner or scope of services provided by the County contracted emergency ambulance provider in the contiguous Desert Zone EOA.

Now therefore, the parties agree as follows:

Section 1. County's authorization of City as an ALS Emergency Ambulance Service Provider.

County hereby authorizes City to provide ALS Emergency Ambulance Services in the Non-Exclusive Operating Area of the City of Indio and it shall be so codified in the County's EMS Plan. County also authorizes ALS Emergency Ambulance Services to other areas of Riverside County as needed for mutual aid requests, plans and/or agreements. County further agrees to be bound by, implement and perform the Operational Standards applicable to the County as set forth in Exhibit B.

Section 2. City's Obligation as an ALS Emergency Ambulance Service Provider.

For County's authorization to City to provide ALS Emergency Ambulance Service in the City of Indio Non-Exclusive Operating Area, City represents and agrees:

a. That it will provide sufficient ambulance resources 24 hours per day, every day to respond to 9-1-1 medical emergencies within the City of Indio Non-Exclusive Operating Area as requested and coordinated by the Riverside County Fire Department Emergency Command Center (ECC).

b. That such services will be performed in accordance with all applicable federal, state, and county laws, rules, regulations, and REMSA polices and protocols including but not limited to, the requirements set forth in Exhibit B – Operational Requirements and Exhibit C – ALS Service Provider Standards of this Agreement;

c. To cooperate with County representatives relating to City's performance as an ALS Service Provider and County's oversight for the County's EMS system including, but not limited to, the utilization and submittal of required patient care and performance reports and cooperating with County investigations of EMS related incidents; and

d. That it shall not be entitled to, or demand, any compensation from County for services rendered pursuant to City's designation as an ALS Service Provider as permitted by this agreement.

e. That it will cooperate and participate with REMSA and other EMS System participants to achieve the goals and objectives of the EMS System Strategic Plan.

Section 3. Modifications

The parties agree that obligations as set forth in Exhibit B and Exhibit C may be modified by written agreement of City's Fire Chief and REMSA's Director.

Section 4. Term.

The term of Agreement shall begin when this Agreement is executed by the parties and shall continue until June 30, 2020. Thereafter the Agreement shall automatically renew concurrently with the term and extensions thereof the County agreement with American Medical Response (AMR) for ground emergency ambulance transport services as referenced in Section 7.

Section 5. Termination.

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

- a. By either party upon ninety (90) days written notice to the other party;
- b. Both parties may agree in writing to terminate this Agreement in a mutually satisfactory manner

Section 6. County Authority

City understands, acknowledges and agrees that it shall not, during the term of this Agreement and for a period of six (6) months thereafter, initiate or participate in initiating any lawsuit which challenges the County's exclusive authority or County's right to award an Exclusive Operating Area (EOA) Agreement for the Desert EOA without competitive process pursuant to *Health and Safety Code Section 1797.224*.

Section 7. County Authority in the Desert EMS Zone

Pursuant to its authority under *Health and Safety Code Section 1797.224*, the County has entered into an agreement with American Medical Response (AMR) through which it has granted exclusive authority to provide ground ALS emergency ambulance transport services in the Desert EOA. Nothing in this Agreement shall be construed in any manner to abrogate or diminish this grant of authority for the Desert EOA or AMR's qualifications to receive such exclusive authority under existing law.

Section 8. 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 9. 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:

City: City of Indio
Fire Administration Headquarters
46-990 Jackson Street
Indio, California 92201
Attn: Fire Chief
Facsimile Number: (760) 347-0756

With a copy to:

City of Indio
Dan Martinez, City Manager
100 Civic Center Mall
Indio, California 92210

County: Riverside County EMS Agency
4210 Riverwalk Parkway, Suite 300
Riverside, California 92505
Attn: REMSA Director
Facsimile Number: (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: (A) when personally delivered, upon actual delivery; (B) when mailed, seventy-two (72) hours after deposit in the U.S. Mail, first class postage prepaid; (C) when sent by express delivery, upon delivery as documented by the delivery services, and (D) 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 10. Cooperation and Further Acts

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

Section 11. Non-Discrimination

City agrees to 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 agrees to 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.

For the purpose of this Agreement, distinctions on grounds of race, religion, color, sex, national origin, age or physical or mental handicap include, but 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 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 12. Hold Harmless/Indemnification

City shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of City, its officers, employees, subcontractor's, agents or representatives arising out of or in any way relating to this Contract, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of City, its officers, employees, subcontractors, agents or representatives Indemnitors from this Contract. City shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by City, City shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes City's indemnification to Indemnitees as set forth herein.

City's obligation hereunder shall be satisfied when City has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved. The specified insurance limits required in this Contract shall in no way limit or circumscribe City's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

Section 13. Insurance

Without limiting or diminishing City's obligation to indemnify or hold the COUNTY harmless, City agrees to provide and maintain at its own expense during the term of this Agreement, the following programs(s) of insurance covering its operations hereunder through either purchasing insurance, by self-insuring, or by participation in a Joint Powers Insurance Authority. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

A. Workers' Compensation:

If the City has employees as defined by the State of California, the CR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$3,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Professional Liability

City shall maintain Professional Liability Insurance providing coverage for the City's performance of work included within this Agreement, with a limit of liability of not less than \$2,000,000 per occurrence and \$4,000,000 annual aggregate. If City's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and City shall purchase at his

sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that City has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

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

D. General Insurance Provisions - All lines:

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- 2) The CITY must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CITY'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- 3) CITY shall cause CITY'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all

attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *CITY shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

- 4) It is understood and agreed to by the parties hereto that the CITY'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- 5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CITY has become inadequate.
- 6) CITY shall pass down the insurance obligations contained herein to all tiers of sub-contractors working under this Agreement.

- 7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
- 8) CITY agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

Section 14. Entire Agreement; Amendments

This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified 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

Since the parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, 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 of 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 it has all 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.

COUNTY:

CITY:

Signature: _____

Signature: Dan Martinez

Print Name: John Benoit

Print Name: DAN MARTINEZ

Title: Chairman, Board of Supervisors

Title: CITY MANAGER

Dated: _____

Dated: 7-22-16

FORM APPROVED COUNTY COUNSEL
BY: [Signature] DATE 8/18/16
NEAL R. KIPNIS

Exhibit A**Definitions**

1. Advanced life support (ALS) - Shall mean special services designed to provide definitive prehospital emergency medical care including, but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs, and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the direct supervision of a base hospital or utilizing approved prehospital treatment protocols or standing orders as part of the local EMS system at the scene of an emergency, during transport to an acute care hospital or other approved facility, during inter-facility transfers, and while in the emergency department of an acute care hospital until responsibility is assumed by the emergency department or other medical staff of that hospital (Health & Safety Code).
2. ALS Ambulance Providers – Shall mean providers of ALS ambulance services who have been given exclusive rights to operate within an area defined by the county EMS Plan.
3. Emergency Ambulance Services – Shall mean ambulance services at any REMSA-authorized level (ALS, LALS or BLS) provided in response to 9-1-1 and seven digit or ten digit requests for emergency medical service through an authorized Public Safety Answering Point (PSAP); or emergency calls received directly by the Contractor.
4. Emergency Ambulance – Shall mean an ambulance permitted pursuant to Riverside County Ambulance Ordinance 756 and operated by a REMSA-authorized EOA or Non-EOA emergency ambulance provider as identified in the County EMS Plan.
5. ALS First Responders – Shall mean fire department paramedic units that have been authorized by REMSA to provide ALS services.
6. Emergency Medical Services (EMS) – Shall mean the services utilized in response to a medical emergency.
7. EMS Plan – Shall mean a plan for the delivery of emergency medical services consistent with state guidelines and approved by the EMS Authority pursuant to the California Code of Regulations, Title 22.
8. EMS Quality Improvement Program (EQIP) – Shall mean system-wide quality improvement planning and activities as stated in the plan submitted by REMSA and approved by the California EMS Authority pursuant to the California Code of Regulations, Title 22.

9. **County EMS System or EMS System** - Shall mean the specifically organized system which provides for the personnel, facilities, and equipment for the effective and coordinated delivery of EMS services within the county.
10. **EMS System Strategic Plan** – Shall mean the strategic plan developed by REMSA with input from EMS system stakeholders. The plan is accessible at www.remsa.us/documents.
11. **Exclusive Operating Area (EOA)** – Shall mean an area or subarea defined by the County EMS Plan for which REMSA, upon recommendation of the County, restricts operations to one or more emergency ambulance services or providers of limited advanced life support (LALS) or advanced life support (ALS) pursuant to the Health and Safety Code, Division 2.5, 1797.224.
 - a. Desert EOA shall be the area as identified by the map attached as Exhibit D.
12. **Non-Exclusive Operating Area (non-EOA)** – Shall mean an area or subarea defined by the County EMS plan that has been designated by REMSA for the provision of emergency ambulance services but does not meet the requirements in the Health and Safety Code to be designated as an EOA.
 - a. City of Indio Non-Exclusive Operating Area shall be the area as identified by the map attached as Exhibit E.

EXHIBIT B

OPERATIONAL REQUIREMENTS

City Will:

1. Annually provide County with a map which outlines the City of Indio Non-Exclusive Operating Area and provide County with notice of any changes in the City of Indio Non-Exclusive Operating Area and updated maps reflecting changes that have occurred;
2. Provide continuous twenty-four (24) hour per day Advanced Life Support (ALS) Emergency Ambulance Services for their designated service area as described in number 1 above, and as updated annually by mutual agreement;
3. Comply with County's requirements for the implementation of Quality Improvement Program (QIP), including the designation of a qualified person to supervise the QIP;
4. Appoint City's Fire 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 City's behalf in the administration of this Agreement;
5. Comply with REMSA system protocols, policies, procedures and performance standards;
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. Ensure all appropriate employees and agents hold necessary certification, licenses, or accreditation and maintain the records of such that they comply with all training requirements as required by applicable state and federal law, regulation, policy and protocol;
8. Meet the ALS Service Provider Standards as stipulated in Exhibit C of this document or as they may be subsequently modified from time to time by REMSA policy;
9. Strive to ensure a positive, communicative and effective working relationship with County.

County Will:

1. Provide City with adopted protocols, policies and procedures relating to emergency medical care, and agrees to provide City with any revisions or additions following approval by the County;
2. Involve City in the County's EMS Quality Improvement Program (EQIP) ;
3. Communicate as necessary with City's Provider Medical Advisor, ALS Program Coordinator and/or Fire Chief;
4. Assign one or more base hospitals to City's ALS program according to REMSA policies and procedures;
5. Schedule mutually acceptable periodic visits by County staff with City'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 City;
7. Designate the City as an authorized ALS Emergency Ambulance Provider in the County's EMS Plan.
8. Notify the City of any proposed or required changes to the County EMS plan and provide the City an opportunity to provide input prior to submission.
9. Subject to adequate available funding, provide the approved electronic patient care report (ePCR) software to the City.

EXHIBIT C

ADVANCED LIFE SUPPORT (ALS) SERVICE PROVIDER STANDARDS

1. Medical Control

Overall medical control of Emergency Medical Service (EMS) provider personnel shall be according to the policies and procedures of the REMSA Medical Director. On-line medical direction shall be provided to EMS provider personnel by Base Hospital physicians or mobile intensive care nurses according to the policies and procedures of the Riverside County EMS Agency (REMSA) Medical Director. Retrospective medical control shall be provided according to the standards set for by the REMSA Medical Director through EMS Quality Improvement Programs (EQIP) - *Title 22, Section 100400*), including continuing education programs, conducted cooperatively by the City, REMSA, and the Base Hospitals.

2. Training/Education/Certification/Accreditation/Reverification

All paramedic personnel employed or utilized by City must be accredited by REMSA to practice within Riverside County.

a. Field Training Officers

City agrees to designate a sufficient number of field training officers who shall function as trainers and perform other duties on behalf of City.

b. Continuing Education Records

The City agrees to maintain records of continuing education for its EMS employees for a minimum of four (4) years.

c. Field Care Audits

The City agrees to work cooperatively with the Hospitals and REMSA in identifying educational opportunities, assisting with field care audits, continuing education classes and programs.

d. Mandatory Education for Local Paramedic Accreditation and EMT Certification

The City agrees to cooperate fully with REMSA to notify and ensure completion by paramedics and EMTs of mandatory education programs.

e. EMS Quality Improvement Program (EQIP) Specialty Education Programs.

The City agrees to ensure through its EQIP program that all personnel meet REMSA policy requirements for First Responder and Transportation Services. Competency and performance based continuing education/training shall be developed and implemented as identified by the City and REMSA (EQIP).

3. Paramedic Interview by REMSA

City will cooperate fully with County in the coordination of any interviews of an employee of City by REMSA subject to applicable laws.

4. Paramedic Preceptors

City agrees to cooperate with REMSA approved paramedic training programs and REMSA to participate in the preceptor program. The City's preceptor program shall provide adequate, as determined by REMSA, paramedic field internship positions in support of REMSA approved programs. Preferential placement for paramedic field internship shall be provided to REMSA approved Community College Programs.

5. Preventative Health Care Immunizations

City agrees to make available to prehospital personnel, at no cost to the employee the following immunizations and communicable disease testing:

- a. Tuberculosis PPD test semi-annually
- b. Hepatitis B
- c. Influenza immunizations annually
- d. Measles Mumps and Rubella (MMR)
- e. Varicella (Chickenpox)
- f. Tetanus, Diphtheria and Pertussis (TDaP)

6. Infection Control

City agrees to have written infection control policies and procedures approved by the County Health Officer or his/her designee. Testing and counseling services shall be provided to employees at no cost for employees exposed to serious infectious diseases. The City agrees to report any known employee exposures to serious infectious diseases to the County Health Officer or his/her designee. The City is required to specify a Designated Officer who will be the point of contact for suspected exposures.

7. Key Personnel

City agrees to have key personnel in the following functions. Personnel assigned these functions shall be submitted in writing to REMSA within sixty (60) days of signing of Agreement. City is not required to have an employee solely dedicated to each function. Key job functions shall be the following:

- a. ALS Program Coordinator - appoint an appropriate individual to serve as a liaison with REMSA and other County EMS system service providers and represent City in the administration of this Agreement.
- b. Quality Improvement Plan (QIP) Coordinator/Officer- responsible for the QIP. This individual will ensure core values and standards of care are maintained by all ALS personnel. This individual will be responsible for investigating clinical issues per the

approved QIP plan and the policies, procedures and protocols of REMSA as approved by the REMSA Medical Director.

- c. Paramedic Education/Training Coordinator/Officer- City agrees to designate a paramedic who shall function as the trainer/evaluator as described in their approved EQIP plan. This individual will provide for all in-house primary and continuing education/training.
- d. Infection Control Officer - City agrees to designate an individual as the point of contact to work cooperatively with the medical/health community to ensure appropriate follow-up and documentation of employee and patient exposures.

8. Patient Medical Records, EMS System Data Submission and Research

The City agrees to complete a patient care report for every EMS response utilizing the REMSA approved electronic patient care report (ePCR) that includes integration of Computer Aided Dispatch (CAD) data. The City also agrees to provide data as reasonably requested by REMSA for focused CQI audits and collaborate with REMSA on approved research projects.

9. System Wide Integrated Education Training

City Agrees to work with REMSA, Base Hospitals, paramedic education/training programs and other ALS providers to develop and implement education/training initiatives designed to improve the continuity of patient care and interoperability amongst EMS system partners.

10. Confidentiality

City agrees to have a program for maintaining confidentiality of protected patient healthcare information consistent with the requirements of HIPAA and REMSA policy.

EXHIBIT D

MAP OF DESERT EXCLUSIVE OPERATING AREA (EOA)



RIVERSIDE COUNTY EMERGENCY MEDICAL SERVICES SYSTEM
NON-AMR DESERT AMBULANCE OPERATING AREAS

Exhibit D

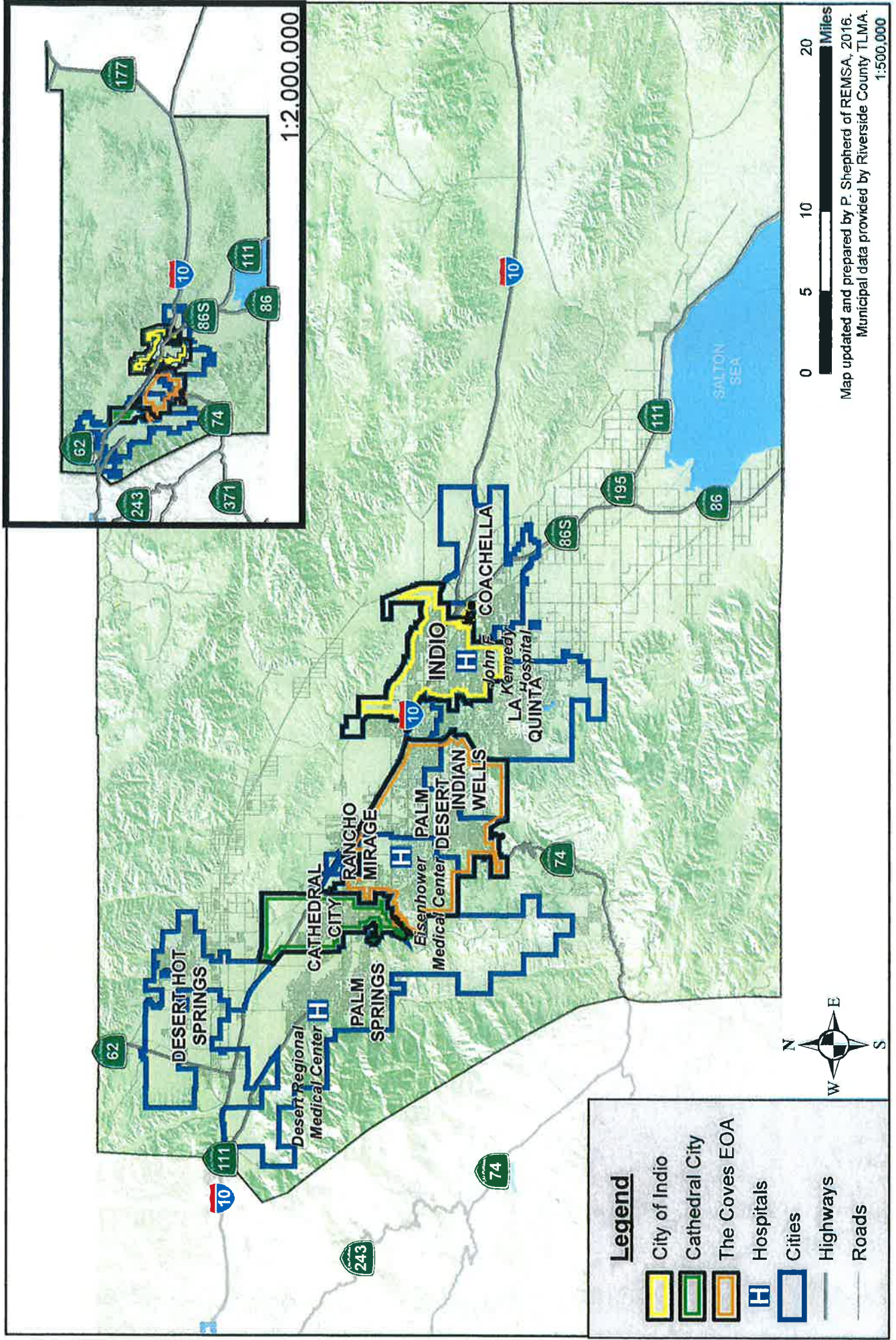


EXHIBIT E

MAP OF CITY OF INDIO NON-EXCLUSIVE OPERATING AREA



RIVERSIDE COUNTY EMERGENCY MEDICAL SERVICES SYSTEM
NON-EXCLUSIVE AMBULANCE OPERATING AREA

CITY OF INDIО

Exhibit E

