

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

424



FROM: Department of Public Health

SUBMITTAL DATE:
July 28, 2014

SUBJECT: Approve the Agreement, #15-054 with the City of Hemet for Advanced Life Support (ALS) First Responder Services. District - 3 [\$0 dollars].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Agreement with the City of Hemet for ALS First Responder Services effective date of execution through June 30, 2015 with automatic renewal thereafter concurrent with the term and extensions of the County master agreement for emergency ambulance Exclusive Operating Areas; 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 not change the substantive terms of the agreement.

BACKGROUND: (On page 2)

BB:rp

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	\$	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0.00	\$ 0.00	\$ 0.00	\$	

SOURCE OF FUNDS: N/A
Budget Adjustment: No
For Fiscal Year: 14/15

C.E.O. RECOMMENDATION: APPROVE
BY: *Jennifer L. Sargent*
County Executive Office Signature: Jennifer L. Sargent

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Benoit and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: September 9, 2014
xc: Public Health, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

Prev. Agn. Ref.: _____ District: 3 Agenda Number: _____

3-77

FORM APPROVED COUNTY COUNSEL 7/2/14
BY: GREGORY P. PRIAMOS DATE
Departmental Concurrence

Purchasing: *Mark Seller*
Mark Seller, Assistant Director

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

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approve the Agreement. #15-054 with the City of Hemet for Advanced Life Support
(ALS) First Responder Services. District - 3 [\$0 dollars]
DATE: July 28,2014
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 Emergency Medical Technicians or Paramedics, or both, for the delivery of emergency medical care at the scene of an emergency. This Agreement allows the City of Hemet Fire Department to provide ALS First Responder Services in the City of Hemet Fire Department's service area.

Impact on Citizens and Businesses

Currently, the City of Hemet Fire Department (HFD) 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 Hemet 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 HFD area. This agreement does not modify the requirements of the contract with AMR to serve the HFD area.

ADVANCED LIFE SUPPORT (ALS) FIRST RESPONDER AGREEMENT
BY AND BETWEEN THE
CITY OF HEMET AND COUNTY OF RIVERSIDE

This Agreement is made and entered into between the City of Hemet (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 EMS 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 Responder and ALS Ambulance Providers.

B. The County, acting through the Department of Public Health, has designated REMSA as its Local EMS Agency (LEMSA) for the EMS area which includes the territory within the San Jacinto/Hemet Exclusive Operating Area (EOA) that is contiguous with the City of Hemet.

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 First Responder services within the City of Hemet and other areas of Riverside County as needed for mutual aid requests, plans and/or agreements.

Now therefore, the parties agree as follows:

Section 1. County's authorization of City as an ALS First Responder.

County hereby authorizes City to provide ALS First Responder services in the City of Hemet.

Section 2. City's Obligation as an ALS First Responder.

For County's authorization to City to provide ALS First Responder services in the City of Hemet Service Area, City represents and agrees:

a. That such services will be performed in accordance with all applicable federal, state, and County laws, rules, regulations, and REMSA polices, protocols, and ALS Service Provider Standards, including but not limited to, the requirements set forth in Schedule A and Schedule B of this Agreement;

b. 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

c. 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.

Section 3. Mutual Obligations

The parties agree that City's obligations as set forth in Schedule A and Schedule B 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, 2015. Thereafter the Agreement shall automatically renew concurrently with the term and extensions thereof the County master agreement for emergency ambulance Exclusive Operating Areas (EOAs).

Section 5. Termination.

Notwithstanding the foregoing term, this Agreement may be terminated 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 without competitive process pursuant to *Health and Safety Code Section 1797.224*.

Section 7. County Authority in the San Jacinto/Hemet EOA

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 Ambulance Transport Services in the San Jacinto/Hemet EOA to AMR. Nothing in this Agreement shall be construed in any manner to abrogate or diminish this grant of authority for the San Jacinto/Hemet 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: Hemet Fire Department
510 E. Florida Ave.
Hemet, CA 92543
Attn: Fire Chief
Facsimile Number: 951.765.3878

County: Riverside County EMS Agency
4065 County Circle Drive
Riverside, California 92503
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 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.

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. Insurance Program

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. Without limiting or diminishing the City's obligation to indemnify or hold the COUNTY harmless, City shall 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. Such insurance (if purchased) shall be provided by responsible insurer(s) and evidence of such insurance or self-insurance programs 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, *Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If City insurance carrier(s) policies does*

not meet the minimum notice requirement found herein, City shall cause City's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

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.

Liability: Such insurance shall be primary to and not contributing with any other insurance maintained by County.

Comprehensive General Liability: Coverage, including automobile liability, which shall include premises-operations, contractual, property damage and personal injury with a combined limit of not less than \$3,000,000 in coverage for each 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.

Errors and Omission: Coverage shall include personal injury arising from the acts or omissions of City's EMTs and paramedics in performing emergency medical services, with limits of no less than \$1,000,000 for each occurrence and \$2,000,000 annual aggregate.

City shall cause its insurance carriers to furnish County with evidence of the coverage specified herein and shall cause County to be named as additional insured under its comprehensive general liability and errors and omissions coverage with respect to the acts or omissions of City under this Agreement and the obligations of City hereunder.

Workers' Compensation: City 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.

General Insurance Provisions - All lines:

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.

The CITY must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$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 County'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.

CITY shall cause CITY'S insurance carrier(s) to furnish the County 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 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 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.*

Section 13. 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 14. Indemnification

City shall defend, indemnify and hold harmless the County, 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) 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 City 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 Section. City shall defend, at 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 County or its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives. City shall pay and satisfy any judgment, award or decree that may be rendered against the County its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any such suit, action or other legal proceeding. City shall reimburse County and its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives 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, City shall not settle any lawsuit with respect to the County to this Agreement without County's consent, which consent shall not be unreasonably withheld.

Section 15. 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 16. Governing Law

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

Section 17. Successors and Assigns

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

Section 18. 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 19. 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 20. 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 21. No Third Party Beneficiaries

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

Section 22. 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 23. 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.

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 the City of Hemet and the County.

CITY OF HEMET

COUNTY

By Wally Hill

By Jeff Stone
Chairman, BOS of Supervisor
JEFF STONE

Wally Hill, City Manager

Date SEP 09 2014

Date July 31, 2014

Attest: KECIA HARPER IHEM
Clerk of the Board

By: Kellie Boyton, Deputy

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis
NEAL R. KIPNIS DATE

SCHEDULE A
OPERATIONAL REQUIREMENTS

City Will:

1. Provide County with a map which outlines the Hemet Service Area and provide County with notice of any changes in the Hemet Service Area and updated maps reflecting such changes;
2. Provide continuous twenty-four (24) hour per day Advanced Life Support (ALS) First Responder Services for their designated service area as shown in number 1 above;
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 and 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 Schedule B of this document, and as they may be amended by REMSA Policies and Procedures;
9. Strive to ensure a positive, communicative and effective working relationship with County.

(Continued on next page)

(Schedule A, continued)

County Will:

1. Provide City with adopted protocols, policies and procedures relating to emergency medical care, and shall provide City with any revisions or additions following approval by the County;
2. Involve City in the County's QIP;
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.

SCHEDULE B

ADVANCED LIFE SUPPORT (ALS) SERVICE PROVIDER STANDARDS

1. Medical Control

Overall medical control of Emergency Medical Services (EMS) Provider personnel shall be according to the policies and procedures of the REMSA Medical Director. 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 REMSA Medical Director. Retrospective medical control shall be provided according to the standards set forth by the REMSA Medical Director through Quality Improvement Programs (QIP) per *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 shall 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 shall maintain records of continuing education for its EMS employees for a minimum of four (4) years.

c. Field Care Audits

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

e. **Quality Improvement Program (QIP) Specialty Education Programs**

City shall ensure that all paramedic personnel in their employ receive and continuously maintain Advanced Cardiac Life Support (ACLS) certification, Prehospital Trauma Life Support (PHTLS), 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. Annual training shall be provided on specialty prehospital categories including, but not limited to, geriatric training.

3. **Paramedic Interview by REMSA**

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

4. **Paramedic Preceptors**

City shall cooperate with REMSA approved paramedic training programs and REMSA to develop a preceptor program. The 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 shall make available to prehospital personnel, at no cost to the employee, the following immunizations and communicable disease testing:

- a. **Tuberculosis PPD test 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 shall 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 shall 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 shall 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. 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 shall designate a paramedic who shall function as the trainer/evaluator as described in their approved QIP plan. This individual will provide for all in-house primary and continuing education/training.
- d. Infection Control Officer - City shall 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. EMS System and Patient Data

City shall be responsible for the provision of detailed patient and EMS system data, both periodic written reports as well as computerized data, according to specifications set forth

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

9. Patient Medical Records

The patient care record form shall be approved by REMSA. This form shall be such that all documentation completed by the paramedic for an emergency response (such as patient assessment, treatment information) can be completed on this form. City shall retain copies of all patient medical records as required by law. These records shall be stored in a manner conducive to easy retrieval. A copy of the patient record shall be supplied to REMSA upon request.

10. Confidentiality

City shall have a program for maintaining confidentiality of protected patient healthcare information consistent with the requirements of HIPAA.