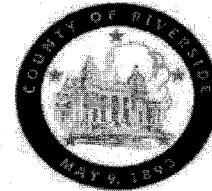


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM
3.24
(ID # 3247)**

**MEETING DATE:
Tuesday, January 17, 2017**

FROM : EMERGENCY MANAGEMENT DEPARTMENT:

SUBJECT: EMERGENCY MANAGEMENT DEPARTMENT: Approve the sole source professional services agreement #EM-17-101 with Reza Veazazizi, M.D. to serve as Regional Medical Director for the EMS Agency

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the sole source Professional Services Agreement with Reza Vaezazizi, M.D., to serve as Regional Medical Director for the EMS Agency for the period January 1, 2017 thru June 30, 2020, with the option to renew for 3 additional years.
2. Authorize the EMD Director to sign amendments to the Agreement as approved by County Counsel that; 1) renew the Agreement for the additional 3 years as allocated in the budget; or 2) do not change the substantive terms of the agreement.

| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost |
|---------------------------------------|-----------------------------|--------------------------|---|---------------------|
| COST | \$ 68,000 | \$ 135,000 | \$878,000 | \$ 0 |
| NET COUNTY COST | \$ 0 | \$0 | \$ 0 | \$ 0 |
| SOURCE OF FUNDS: 100% EMS Fees | | | Budget Adjustment: No | |
| | | | For Fiscal Year: 16/17-22/23 | |

C.E.O. RECOMMENDATION: APPROVE

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington and Ashley
Nays: None
Absent: None
Date: January 17, 2017
xc: EMD

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

3.24

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

BACKGROUND:

Summary

Emergency Medical Services Agency (REMSA) has been designated by the Board of Supervisors as the Local Emergency Medical Services (EMS) Agency pursuant to the California Health and Safety Code, Division 2.5, Chapter 4, Article 1, §1797.200 and is required by the California Health and Safety Code, Division 2.5, Chapter 4, Article 1, §1797.202 to have a full or part time licensed physician as Medical Director with substantial experience in the practice of emergency medicine, to provide medical control and to assure medical accountability throughout the planning, implementation and evaluation of the Riverside County EMS system.

Dr. Vaezazizi is currently the Inland Counties Emergency Medical Agency (ICEMA) Medical Director. REMSA is requesting a sole source service agreement with Dr. Vaezazizi in order to implement a cooperative regional medical control model with ICEMA. The Riverside County EMS system and the communities it serves will greatly benefit from a cooperative regional medical control model. Use of a common EMS medical director will enable enhanced medical control between EMS systems that will provide for improved continuity of patient care, specialty care services and disaster medical response across County lines. In addition to meeting the needs of Riverside County residents for medically effective EMS services, specific capabilities unique to a cooperative medical control model include:

- Development of cooperative regional policies, protocols and procedures for medical control of the EMS system in accordance with standards for medical control established by the California Emergency Medical Services Authority (EMSA).
- Assurance that EMS personnel meet professional standards for medical care and medical accountability that are consistent across County lines.
- Assistance to REMSA with the development of EMS data collection and patient information management policies utilizing methodologies that are consistent across County lines thereby effectively doubling data base (patient population) size for continuous quality improvement activities and clinical research initiatives.
- Establishing policies for Regional evaluation, approval and monitoring of Prehospital Receiving Centers, Base Hospitals, specialty care centers and other shared EMS resources.
- Establishing multi-County cooperative processes with EMS system participants by conducting and attending regular meetings with EMS system physicians and quality improvement committees.

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

- Provide medical recommendations to the Regional Disaster Medical and Health Coordinator program that will enhance disaster medical mutual aid planning across Riverside, San Bernardino, Inyo, Mono, San Diego and Imperial Counties (California Mutual Aid Region VI).

Impact on Residents and Businesses

An effective and efficient EMS System requires the direction of an experienced emergency medicine physician. Using a regional model with the services of Dr. Vaezazizi will strengthen emergency response and mutual aid for both counties.

SUPPLEMENTAL:

Additional Fiscal Information

EMD is transitioning EMS Medical Director from a FTE position to a contract for services that will save the department \$200,000 annually going forward. EMD is requesting the approval of this sole source through June 30, 2020, unless the contract agreement is terminated earlier, and with the option to extend for up to three (3) additional successive one (1) year terms upon mutual agreement of the parties in the amount not to exceed \$135,000 annually. Travel expenses will be reimbursed separately for travel approved by the REMSA Director as provided in Exhibit B.

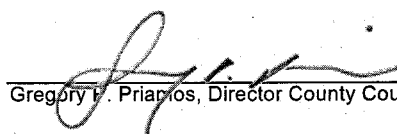
Contract History and Price Reasonableness

Market research was done to determine pay for Medical Directors of LEMSAs in surrounding counties of comparable size and population.



Lisa Brandl, Director of Purchasing and Fleet Services

1/3/2017



Gregory L. Priamos, Director County Counsel

1/4/2017



Date: December 20, 2016

From: Kim Saruwatari, Director of Emergency Management Department

To: Board of Supervisors/Purchasing Agent

Via: Ofelia Acosta, Buyer II; 951-358-7191

Subject: Sole Source Procurement; Request for Riverside County Emergency Medical Services Agency (REMSA) Medical Director

The below information is provided in support of my Department requesting approval for a sole source.

1. **Supplier being requested:** Dr. Reza Vaezazizi
2. **Vendor ID:** 0000208757
3. **Supply/Service being requested:** REMSA is required by law to employ a full or part time licensed physician as Medical Director with substantial experience in the practice of emergency medicine, to provide medical control and to assure medical accountability throughout the planning, implementation and evaluation of the Riverside County EMS system.
4. **Alternative suppliers that can or might be able to provide supply/service and extent of market search conducted:** No alternative supplier would be possible. Dr. Vaezazizi is currently the Inland Counties Emergency Medical Agency (ICEMA) Medical Director. REMSA is implementing a cooperative regional medical control model with ICEMA to improve continuity of patient care, specialty care services and disaster medical response across County lines. This model requires that the EMS Medical Director have medical control authority through the EMS Agencies that are established in both Counties. Market research was done to determine pay for Medical Directors of LEMSAs in surrounding counties of comparable size and population.
5. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:** REMSA is requesting a sole source service agreement with Dr. Vaezazizi in order to implement a cooperative regional medical control model with ICEMA. The Riverside County EMS system and the communities it serves will greatly benefit from a cooperative regional medical control model. Each County Board of Supervisors will maintain independent control over their EMS systems through their designated EMS Agencies. Use of a common EMS medical director will enable an enhanced medical control model by both EMS Agencies that will provide for improved continuity of patient care, specialty care services and disaster medical response across County lines. Cooperative regional medical control can only be accomplished by contracting for services with the current ICEMA Medical Director who will then have medical control authority through the EMS Agencies established in both Counties. Specific capabilities unique to a cooperative medical control model include:

- Develop, and implement regional policies, protocols and procedures for medical control of the EMS system in accordance with standards for medical control established by the California Emergency Medical Services Authority (EMSA).
- Assure EMS personnel meet professional standards for medical care and medical accountability that are consistent across County lines.
- Assist REMSA with the development of EMS data collection and patient information management policies utilizing methodologies that are consistent across County lines thereby effectively doubling data base (patient population) size for continuous quality improvement activities and clinical research initiatives.
- Establish policies for Regional evaluation, approval and monitoring of Prehospital Receiving Centers, Base Hospitals, specialty care centers and other shared EMS resources.
- Establish multi-County cooperative processes with EMS system participants by conducting and attending regular meetings with EMS system physicians and quality improvement committees.
- Provide medical recommendations to the Regional Disaster Medical and Health Coordinator program that will enhance disaster medical mutual aid planning across Riverside, San Bernardino, Inyo, Mono, San Diego and Imperial Counties (California Mutual Aid Region VI).

6. **Reasons why my department requires these unique features and what benefit will accrue to the county:** Emergency Medical Services Agency (REMSA) has been designated by the Board of Supervisors as the Local Emergency Medical Services (EMS) Agency pursuant to the California Health and Safety Code, Division 2.5, Chapter 4, Article 1, §1797.200 and is required by the California Health and Safety Code, Division 2.5, Chapter 4, Article 1, §1797.202 to have a full or part time licensed physician as Medical Director with substantial experience in the practice of emergency medicine, to provide medical control and to assure medical accountability throughout the planning, implementation and evaluation of the Riverside County EMS system.

7. **Period of Performance:** From: July 1, 2016 to June 30, 2023

Is this an annually renewable contract? No Yes
 Is this a fixed-term agreement: No Yes

8. **Identify all costs for this requested purchase. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained. (Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)**

PROFESSIONAL SERVICE AGREEMENT

for

EMS Medical Director

between

COUNTY OF RIVERSIDE

and

Reza Vaezazizi, M.D.



3247 1/17/17

JAN 17 2017 3.24

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This Agreement, made and entered into this ___ day of ____, 2016, by and between Reza Vaezazizi, M.D., (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through June 30, 2020, unless terminated earlier, and may be extended for up to three (3) additional successive one (1) year terms by written amendment. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed one hundred thirty five thousand dollars (\$135,000) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 CONTRACTOR shall assume sole and exclusive responsibility for payment of all applicable local, state and federal income taxes or similar levies as a result of any monies paid CONTRACTOR under this Agreement.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR twice monthly, on the 15th and 30th day of each calendar month, and COUNTY shall pay the invoice within fourteen (14) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copy of invoices to:

Emergency Management Department

Bruce Barton, REMSA Director

4210 Riverwalk Parkway, Suite 300

Riverside, CA 92505

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; Agreement number EM-17-101; and an invoice total.
- b) Invoices shall be rendered bi-weekly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "bi-weekly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have

notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this

Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for

default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

10. Disputes

10.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

10.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

11. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the

County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

12. Non-Discrimination

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

13. Confidentiality

13.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

13.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

14. Research and Publication

CONTRACTOR may not utilize information and data received from the Riverside County EMS Agency (REMSA), received under the authority of REMSA or developed as a result of this Agreement for personal publication without specific approval from REMSA. Any publication of such information or data by

CONTRACTOR shall acknowledge the contribution of REMSA as appropriate. Such information or data must be sufficiently aggregated to ensure that identification of an individual patient or hospital is not possible unless CONTRACTOR has secured all permissions required by law from said individuals and hospitals. All research conducted by CONTRACTOR must have the appropriate Institutional Review Board (IRB) approvals and legal authorizations.

15. Administration/Contract Liaison

The REMSA Director, or designee, shall administer this Agreement on behalf of the COUNTY. The REMSA Director is to serve as the liaison with CONTRACTOR in connection with this Agreement.

16. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Emergency Management Department
Bruce Barton, REMSA Director
4210 Riverwalk Parkway, Suite 300
Riverside, CA 92505

CONTRACTOR

Reza Vaezazizi, M.D.
43980 Mahlon Vail Rd, #1902
Temecula, CA 92592

17. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

18. Hold Harmless/Indemnification

As an additional element of compensation to CONTRACTOR under this Agreement, the COUNTY shall indemnify CONTRACTOR as provided below.

18.1 COUNTY shall defend, indemnify and hold harmless CONTRACTOR from and against all loss, cost and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of CONTRACTOR obligations while CONTRACTOR is performing the services stipulated under this Agreement. The provision of this Article does not apply to any damage or losses caused solely by the intentional wrongful acts of CONTRACTOR. CONTRACTOR shall provide the Contract Administrator with written notice within ten (10) business days of any occurrence of the following:

- A. Any conduct or circumstances which CONTRACTOR should reasonably believe may give rise to a claim for malpractice being made against CONTRACTOR;
- B. Any claim for malpractice made against CONTRACTOR;
- C. The receipt of notice from any person of any intention to hold CONTRACTOR responsible for any malpractice.

CONTRACTOR shall at all times without charge to the COUNTY:

- A. Give to COUNTY or its duly appointed representatives such information, assistance, and signed statements as COUNTY may require;
- B. Assist, without cost to CONTRACTOR, in COUNTY's defense of any claim, including without limitation, cooperating with COUNTY, and upon COUNTY's request, attending hearings and trials, assisting in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suit.

CONTRACTOR shall not, without the written consent of COUNTY's duly appointed representative, admit liability for or settle any claim, or incur on behalf of COUNTY any cost or expense in connection with such claim, or give any material or oral or written statements to anyone in connection with admitting or settling such claim.

18.2 There shall be no liability hereunder for any claim or action against CONTRACTOR for malpractice committed or alleged to have been committed prior to the operational date or subsequent to the term of this Agreement.

18.3 The indemnification promised hereby shall include all theories of liability against CONTRACTOR regardless of whether said liability is founded on negligence or strict liability or any other

rule or law attributing liability to the CONTRACTOR. Such indemnification as is afforded by this Agreement is extended to include CONTRACTOR only while acting within the scope of duty pursuant to the terms of this Agreement and shall not apply to acts or omissions by or at the direction of the CONTRACTOR committed with actual malice. In addition, the indemnification promised hereby shall not include any exemplary or punitive damages levied against CONTRACTOR, any act committed in violation of any laws or ordinances resulting in criminal conviction, services rendered while under the influence of intoxicants or narcotics, or any practice or service not required by the terms of this Agreement.

18.4 In providing for such indemnification, it is not the intent of either party to waive any applicable statutory or other immunity from liability or any of claims requirements of the Government code. Such indemnification shall not exceed one million (\$1,000,000) per occurrence or claim for any single act or omission indemnifiable hereunder, which shall occur in any single operating year of this Agreement. For purposes of this part (Professional Liability Indemnity), said operating year shall run from July 1 to June 30.

18.5 COUNTY shall provide the indemnification referred to above through a program of self-insurance. CONTRACTOR shall follow the guidelines and procedures contained in any risk management plan which may be established by COUNTY, upon being informed in writing by COUNTY of such guidelines and procedures.

18.6 As respects to the indemnity afforded by this Agreement, COUNTY shall, in the name of and on behalf of CONTRACTOR, diligently investigate and defend any and all claims or suits made or brought against CONTRACTOR, shall retain as legal counsel attorney(s) skilled in investigation, defense, and settlement of medical malpractice claims, and shall pay all costs and expenses incurred in any such investigation and defense, including, but not limited to, attorneys' fees, expert witness fees, and court costs. In addition to and not inconsistent with any other provision of this Part (Professional Liability Indemnity) CONTRACTOR may, at his option and sole expense, participate in the investigation, settlement or defense of any claim or suit against CONTRACTOR.

18.7 If COUNTY becomes liable for any payment under this section (Hold Harmless/Indemnification), COUNTY shall subrogate to the extent of such payment, to all the rights and remedies of CONTRACTOR against any party in respect of such loss and shall be entitled to its own expense to sue in the name of CONTRACTOR. The CONTRACTOR shall give to COUNTY all such assistance as COUNTY may require in securing its rights and remedies and, at COUNTY's request, shall execute all documents necessary to enable COUNTY effectively to bring suit in the name of the CONTRACTOR.

19. Insurance

19.1 COUNTY agrees to add CONTRACTOR as an Additional Named Insured for the following lines of Self-Insured coverage as described in this section while the CONTRACTOR is performing the services stipulated under this Agreement.

A. General Liability Insurance including Public Officials' Errors and Omissions, Auto Liability coverage for owned, hired and non-owned vehicles.

B. Medical Malpractice – Coverages for alleged negligence arising from health care operations.

C. Cyber Liability – Comprehensive electronic information and security liability coverage.

20. General

20.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

20.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

20.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

20.4 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

20.5 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

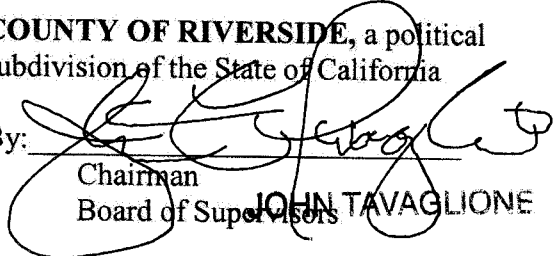
20.6 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

20.7 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

20.8 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

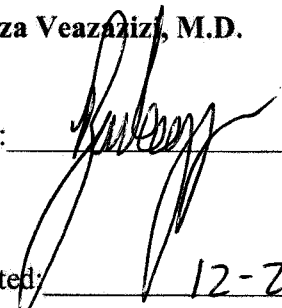
IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

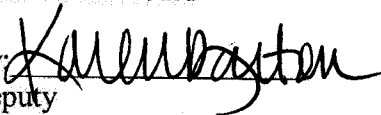
By: 
Chairman
Board of Supervisors
JOHN TAVAGLIONE

Dated: JAN 17 2017

Reza Veazaziz, M.D.

By: 
Dated: 12-27-16

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

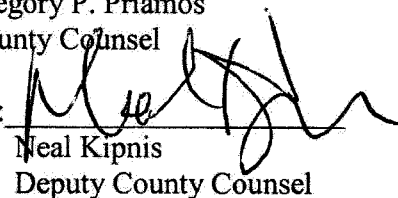
By:  12/22/16
Neal Kipnis
Deputy County Counsel

Exhibit A
Scope of Services

REMSA Medical Director

The Riverside County Emergency Medical Services Agency (REMSA) has been designated by the Board of Supervisors as the Local Emergency Medical Services (EMS) Agency pursuant to the California Health and Safety Code, Division 2.5, Chapter 4, Article 1, §1797.200 and is required by the California Health and Safety Code, Division 2.5, Chapter 4, Article 1, §1797.202 to have a full or part time licensed physician as Medical Director with substantial experience in the practice of emergency medicine, to provide medical control and to assure medical accountability throughout the planning, implementation and evaluation of the Riverside County EMS system.

Contractor has the required experience to provide medical control and assure medical accountability as required by California law and to provide overall medical guidance regarding the operation of an emergency medical services system.

A. Duties and Responsibilities of the Contractor

As the REMSA Medical Director CONTRACTOR shall perform the following specific functions:

1. Develop, and implement policies, protocols and procedures for medical control of the EMS system in accordance with standards for medical control established by the California Emergency Medical Services Authority (EMSA).
 - a. Develop and implement medical treatment protocols for EMS providers
 - b. Establish policies for on-line medical direction of EMS providers
2. Assure EMS personnel meet professional standards for medical care and medical accountability
 - a. Establish policies for monitoring EMS personnel compliance with medical treatment protocols
 - b. Establish policies for the credentialing of EMS personnel pursuant to applicable laws
 - c. Establish policies for investigation and disciplinary action against credentialed EMS providers pursuant to applicable laws.
 - d. Approve the medical components of EMS Continuous Quality Improvement (EQIP) Plans
3. Assist REMSA with the development of EMS data collection and patient information management policies
4. Establish policies for the approval, monitoring and evaluation of Prehospital Receiving Centers, Base Hospitals and specialty care centers as designated by REMSA
5. Advise REMSA concerning the medical aspects of operational policies, procedures and agreements.

6. Interact with EMS system participants by conducting and attending regular meetings with EMS system physicians and REMSA quality improvement committees
7. Conduct system wide quality improvement activities, including; evaluations, on-site audits, clinical studies, data analysis, focused medical audits, continuing education and establishment of corrective action plans for the EMS system
8. Represent REMSA on the Emergency Medical Directors Association of California (EMDAC)
9. Attend annual EMS related conferences and symposiums as approved by the REMSA Director
10. Advise REMSA on the medical aspects of disaster preparedness, planning, response and recovery
11. Advise REMSA on the medical aspects of community education and dissemination of public information related to the EMS system
12. Provide medical guidance and education to REMSA staff
13. Maintain availability with REMSA through telephone, email, two-way radio communication and other electronic means as may be reasonably necessary for the performance of duties prescribed in this agreement

B. Outside Services of the Contractor

Contractor shall be permitted to provide services to others similar to those permitted under this agreement provided those services do not interfere with Contractor's duties under this agreement.

C. Duties of REMSA

1. Staff – REMSA shall supply Contractor with adequate administrative staff to assist the Contractor with the performance of duties as the REMSA Medical Director.
2. Space – REMSA shall furnish space for Contractor as may be reasonably necessary for the performance of duties outlined herein.
3. Equipment – REMSA shall furnish Contractor with computer and communication devices as necessary to maintain communication with REMSA, including cellular phone, two-way radios and other telecommunications devices that are available to REMSA.
4. Supplies – REMSA shall provide Contractor will all business supplies as reasonably necessary for the performance of duties outlined herein.

**Exhibit B
Payment Provisions**

REMSA Medical Director

Contractor shall be entitled to receive payment for services rendered as follows:

A. Compensation

Contractor shall submit invoices for payment in arrears on the 15th and 30th of each month in the amount of up to 1/24th of the maximum compensation of \$135,000. Invoices shall contain original signature of Contractor.

B. Reporting

Monthly activity reports will be generated by REMSA staff and reviewed by the REMSA Director to track deliverables, including but not limited to the following:

- Certification of EMS personnel
- Counseling or advising of EMS personnel for disciplinary actions
- Policy development, oversight and implementation
- Quality Improvement activities
- Educational activities (conferences, meetings, trainings)

C. Travel Expenses

Travel expenses incurred by Contractor from travel that has been authorized, pursuant to Riverside County policy, and which are reasonably related to the performance of duties as set forth in this Agreement shall be reimbursed by REMSA upon presentation of all supporting documentation in accordance with Riverside County policies and procedures.

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