

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



ITEM
3.9
(ID # 9216)

MEETING DATE:

Tuesday, March 26, 2019


FROM : EMERGENCY MANAGEMENT DEPARTMENT:

SUBJECT: EMERGENCY MANAGEMENT DEPARTMENT: Approve Agreement No. EM-18113
with the Soboba Band of Luiseño Indians for Advanced Life Support (ALS) First
Responder Services; [District 3] [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Agreement between the County of Riverside and the Soboba Band of Luiseño Indians for ALS First Responder Services (Agreement) effective date of execution through June 30, 2023;
2. Authorize the Chairman of the Board to execute the Agreement on behalf of the County of Riverside; and
3. Authorize the Riverside County EMD Director, or designee, to sign subsequent amendments that do not change the substantive terms of the Agreement as approved by County Counsel.


ACTION:Policy


Bruce Barton, EMD Director 2/25/2019

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: March 26, 2019
xc: EMD

Kecia Harper
Clerk of the Board
By 
Deputy
3.9

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment: No	
			For Fiscal Year: 18/19	

C.E.O. RECOMMENDATION: Approve

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 Soboba Fire Department to provide ALS First Responder Services in the Soboba service area. The Soboba Fire Department 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 San Jacinto Exclusive Operating Area (EOA).

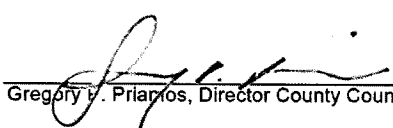
Staff recommend that the Board of Supervisors approve the Agreement. County Counsel has approved the Agreement as to form.

Impact on Residents and Businesses

This Agreement provides for the integration and on-going improvement of ALS first responder services supplied to the residents and visitors of the Soboba Reservation.

ATTACHMENTS:

EM-18-113 Soboba ALS Agreement



Gregory P. Priamos, Director County Counsel 3/11/2019

**ALS FIRST RESPONDER SERVICE PROVIDER
AGREEMENT BY AND BETWEEN
THE SOBOBA BAND OF LUISEÑO INDIANS
AND
COUNTY OF RIVERSIDE**

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

RECITALS

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

B. The Emergency Medical Services Act, and other related state laws governing the provision of emergency medical services in California, are "civil regulatory" laws and, pursuant to the decision in *California v. Cabazon*, 480 U.S. 202 (1987), do not apply within the exterior boundaries of the Soboba Indian Reservation and all lands held in trust by the Soboba Band of Luiseño Indians ("Soboba trust lands").

C. County, acting through the Riverside County Emergency Medical Services Agency (REMSA) of its Emergency Management Department, is the local EMS agency for the local EMS area which includes the territory within the San Jacinto Zone that encompasses the Soboba Reservation and all Soboba trust lands.

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

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

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

G. The purposes of this Agreement are (1) to designate the Soboba Fire Department (SFD) as a provider of ALS First Responder Services within the Soboba Fire Department Service Area, and (2) to acknowledge that SFD will use AMR as its approved Riverside County EMS Continuing Education provider for the purpose of, but not limited to, EMT-Paramedic Accreditation.

Now therefore, the parties agree as follows:

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

County hereby agrees that the SFD is authorized to provide ALS First Responder Services in the Soboba Fire Department Service Area, as defined in the map provided by the Tribe. For purposes of this Agreement, the Soboba Fire Department Service Area shall mean the geographic area encompassed by the County of Riverside.

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

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

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

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

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

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

Section 3. Mutual Obligations

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

Section 4. Term.

The term of Agreement shall begin when this Agreement is executed by the Parties and shall continue until June 30, 2023, unless terminated by either party.

Section 5. Termination.

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

- a. Either party may terminate this Agreement without cause by giving thirty (30) days' written notice.
- b. By written agreement of the parties;
- c. Either party may terminate this Agreement in the event of a material breach by the other party. The non-breaching party must (1) provide written notification to the breaching party of the intent to terminate the Agreement as a result of the material breach, and (2) allow the breaching-party sixty (60) days to cure the breach before terminating this Agreement.

Section 6. Tribal Authority

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

Section 7. Independent Contractor Status

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

Section 8. Notices

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

Soboba Band of Luiseño Indians:

Soboba Fire Department
42099 Soboba Road
San Jacinto, CA 92583
Attn: Fire Chief
Phone: 951-654-1092

Copy to:

Tribal Administration

23904 Soboba Road
San Jacinto, CA 92583
Phone: 951-654-5544

County:

Riverside County EMS Agency
4210 Riverwalk Parkway, Suite 300
Riverside, California 92505
Attn: REMSA Director
Phone: 951-358-5029 Fax: 951-358-5160

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

Section 9. Cooperation and Further Acts

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

Section 10. Non-Discrimination

Tribe shall not discriminate in the provisions of services, allocation of benefits, accommodation of facilities, or employment of personnel, on the basis of ethnic group identification, race, color, creed, ancestry, religion, national origin, sexual preference, sex, age (over 40), marital status, medical condition, or physical or mental handicap, and shall comply with all requirements of the law regarding non-discrimination and affirmative action including those laws pertaining to the prohibition against qualified handicapped persons in all programs or activities; provided, however, that an Indian preference in employment, training, and promotion, as permitted by both federal and tribal law, shall not be deemed to violate this Agreement.

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

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

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

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

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

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

Section 11. Hold Harmless/Indemnification

Tribe 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 Tribe, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, 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 Tribe, its officers, employees, subcontractors, agents or representatives (Indemnitors) from this Agreement. Tribe 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 Tribe, Tribe 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 Tribe's indemnification to Indemnitees as set forth herein.

Tribe's obligation hereunder shall be satisfied when Tribe 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 Agreement shall in no way limit or circumscribe Tribe's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

Section 12. Insurance

Without limiting or diminishing the Tribe's obligation to indemnify or hold the COUNTY harmless, Tribe shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. 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 Tribe has employees as defined by the State of California, the Tribe shall maintain 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 Tribe'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:

Tribe shall maintain Professional Liability Insurance providing coverage for the Tribe'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 Tribe'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 Tribe 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 Tribe 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 Tribe 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 TRIBE 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 Country's Risk

Manager, TRIBE'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) TRIBE shall cause TRIBE'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and 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 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 ten (10) days written notice shall be given to the County of Riverside prior to any cancellation, expiration or reduction in coverage of such insurance. In the event of a 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. TRIBE shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and 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 TRIBE'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 TRIBE has become inadequate.

6) TRIBE shall pass down the insurance obligations contained herein to all tiers of subcontractors 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) TRIBE 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 13. Entire Agreement; Amendments

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

Section 14. Dispute Resolution

- A. TRIBE is a sovereign Indian Nation, and as such it possesses sovereign immunity from suit. Nothing in this Agreement is or shall be deemed to be a waiver of TRIBE's sovereign immunity from suit, which immunity is expressly asserted, except that TRIBE agrees to waive its immunity for the limited and sole purposes of compelling arbitration by COUNTY and of enforcing arbitration of any decision rendered pursuant to the terms and conditions of this Agreement.
- B. Prior to pursuing any arbitration, each entity shall, whenever possible, attempt to resolve any grievances, complaints or disputes that are brought to its attention by the other entity. Each entity shall notify the other entity in writing of any material dissatisfaction with the other entity's performance at its address of record. Within ten (10) days of receipt of such notice, unless the problem has been resolved, the parties shall meet and confer in good faith to determine what remedial action, if any, is necessary.

- C. In the event of any dispute between the entities arising under this Agreement, such dispute shall be submitted to mandatory binding arbitration, to be conducted in Riverside County, CA, pursuant to the Commercial Rules of the American Arbitration Association. Each entity shall initially pay its own arbitration costs and expenses, but the arbitrator may, in its discretion, include such costs and expenses, together with reasonable attorneys' fees, as part of the award to the prevailing party. Any award of the arbitrators may be submitted for enforcement to a court of competent jurisdiction located in Riverside County, CA.
- D. Judicial remedies are specifically limited to the enforcement of an award of money damages by arbitration pursuant to this Agreement; provided that the arbitrator(s) and/or court shall have no authority or jurisdiction to execute against any assets of TRIBE except to award the prevailing party the amounts paid or payable under this Agreement, costs of arbitration, court costs to enforce the arbitration decision and legal fees incurred during arbitration and any subsequent court proceedings to enforce the arbitration decision.
- E. TRIBE's limited waiver of its sovereign immunity as provided herein extends only to an arbitration, action to compel arbitration and action to confirm or enforce arbitration awards by COUNTY, and no other person or entity.

Section 15. Successors and Assigns

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

Section 16. 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 17. Construction, References and Captions

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

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

Section 18. 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 19. No Third Party Beneficiaries

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

Section 20. 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 21. Authority to Execute Agreement

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

Section 22. Counterparts

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

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

COUNTY OF RIVERSIDE
("County")

By: 

Print Name: Chuck Washington

Its: Chairman, Board of Supervisors

SOBOBA BAND OF LUISEÑO INDIANS
("Soboba")

By: 

Print Name: Scott Cozart

Its: Tribal Chairman

FORM APPROVED COUNTY COUNSEL

BY:  3/8/2019
AMRIT P. DHILLON DATE

ATTEST:

KECIA R. HARPER, Clerk

By: 
DEPUTY

ALS PROGRAM REQUIREMENTS

Soboba Fire Department Will:

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

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

A. Medical Control

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

B. Training/Education/Certification/Accreditation

- 1) *Continuing Education Records*: Soboba shall maintain records of continuing education for its EMT-P employees for a minimum of four (4) years.
- 2) *Field Care Audits*: Soboba shall work cooperatively with the Hospitals and REMSA in identifying educational opportunities, assisting with field care audits, continuing education classes and programs.
- 3) *Mandatory Education for Local EMT-P Accreditation*: Soboba shall cooperate fully with REMSA to notify and ensure completion by EMT-Ps of mandatory education programs.
- 4) *Specialty Education Programs*: Soboba shall ensure all paramedic personnel in their employ receive and continuously maintain Advanced Cardiac Life Support certification, Pre-hospital Trauma Life Support, or Basic Trauma Life Support, Pediatric Advanced Life Support, or other REMSA approved paramedic emergency

medical pediatric course. New hire employees shall complete all required training within six (6) months of their date of hire.

C. ALS Staffing

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

D. Medical Equipment and Supplies

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

10. Data Collection and Recordkeeping

Soboba shall be responsible for the provision of detailed patient and EMS system data. Reports will be submitted according to specifications set forth by the County and any future guidelines promulgated by REMSA. The data will be prepared in a format specified by REMSA.

11. Out of Service Area Medical Mutual Aid

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

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

County Will:

1. Provide Soboba Fire Department with County-adopted protocols, policies and procedures relating to emergency medical care, and shall provide Soboba Fire Department with any revisions or additions following approval by the County:
2. Involve Soboba Fire Department in the County's quality improvement programs.
3. Communicate as necessary with Soboba Fire Department's Medical Advisor, ALS program coordinator and/or fire chief.
4. Assign one or more base hospitals to Soboba Fire Departments ALS program according to the REMSA Policies and Procedures.
5. Schedule mutually acceptable periodic visits by County staff with Soboba Fire Department's staff to ensure compliance with local polices and/or procedures related to the Agreement which fall within the jurisdiction of REMSA.
6. Strive to ensure a positive, communicative and effective working relationship with Soboba Fire Department.
7. Continue to honor Soboba Fire Department's existing responsibilities and rights in connection with the administration of Soboba Fire Department's EMS program, including, but not limited to, dispatching, placement/location of ALS First Responder units, staffing, equipping and system delivery of ALS First Responder, so long as Soboba Fire Department does not violate applicable state or local laws, rules, regulations, protocols and policies that relate to emergency medical care.