

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



ITEM: 3.10
(ID # 20039)

MEETING DATE:
Tuesday, October 04, 2022

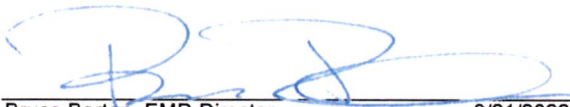
FROM : EMERGENCY MANAGEMENT DEPARTMENT:

SUBJECT: EMERGENCY MANAGEMENT DEPARTMENT: Ratify and approve the Memorandum of Understanding with March Air Reserve Base for Riverside County Emergency Medical Services for the period of August 30, 2022, through June 30, 2027 [All Districts], [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Memorandum of Understanding (MOU) with March Air Reserve Base (March ARB) for Riverside County emergency medical assistance for the period of August 30, 2022, through June 30, 2027, with the option to renew on a yearly basis for five years; and
2. Authorize the Riverside County Emergency Management Department Director, or designee, to sign the MOU and subsequent amendments that exercise the options of the MOU, including modifications to the program requirements that stay within the intent of the MOU, as approved-as-to-form by County Counsel.

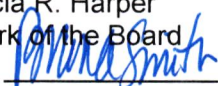
ACTION:


Bruce Barton, EMD Director 9/21/2022

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, 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: October 4, 2022
xc: EMD

Kecia R. Harper
Clerk of the Board
By: 
Deputy

**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
SORCE OF FUNDS: N/A			Budget Adjustment: No	
			For Fiscal Year: 22/23-26/27	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Riverside County Emergency Medical Services Agency (REMSA) and March Air Reserve Base's (March ARB) 452nd Medical Group entered into an agreement for emergency medical services on August 29, 2017, for the period of five years. REMSA desires to continue this partnership with the 452nd Medical Group, which provides medical oversight and policy guidance for the March ARB Fire Emergency Services Flight.

The purpose of the MOU is to appoint REMSA as the Competent Medical Physician (CMP), who oversees the Emergency Medical Services (EMS) Program for March ARB Fire Emergency Services Flight through the Fire Chief. The MOU provides guidance and documents agreement on aspects for general support of EMS operations both on-and-off base where March ARB Fire Emergency Services Flight may be requested to respond for emergency medical assistance. March ARB Fire Emergency Services Flight does not have medical transport capability and REMSA has a readily available EMS Transport capability through the County's contract with American Medical Response Ambulance Services Inc. (AMR) for emergency ambulance services. REMSA agrees to respond emergency ambulances, including Advanced Life Support (ALS) ambulances as needed and available to take over patient care from March ARB and provide medical transport to the nearest hospital.

Impact on Residents and Businesses

REMSA is dedicated to providing emergency medical services in support of the public health and welfare of the residents of Riverside County. Such medical assistance is particularly enhanced by the use of certified emergency medical response personnel such as that of the March ARB Fire Emergency Services Flight.

Additional Fiscal Information

March ARB is responsible for providing all EMS supplies and emergency medical response equipment that is required to support the medical response tasking. REMSA's responsibility is to provide medical direction and protocols.

Contract History and Price Reasonableness

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

The original MOU with March ARB was entered into on August 29, 2017 and was effective for five years from the date signed.

ATTACHMENTS.

- MARB MOU #71 452 AMW and REMSA

Rebecca S Cortez
Rebecca S Cortez, Principal Management Analyst

9/27/2022

Kelly Moran
Kelly Moran, Deputy County Counsel

9/26/2022

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010

Post Office Box 1147, Riverside, Ca 92502-1147

Thank you.

MOU # 71

MEMORANDUM OF UNDERSTANDING

Between

March Air Reserve Base

And

Riverside County Emergency Medical Services Agency

For Riverside County Emergency Medical Services

This Memorandum of Understanding (hereinafter referred to as "MOU") is entered into as of the date last signed below ("Effective Date") by and between the Riverside County Emergency Medical Services Agency ("REMSA") and March Air Reserve Base ("March ARB"): Fire Emergency Services Flight, hereinafter referred to as the "*Parties.*" IAW AFI 32-2001, *Fire & Emergency Services Program* and para. 3.5.6., the EMS program remains the responsibility of the installation senior medical officer. REMSA recommends, and the installation commander approves level of care to be provided at their base. The Competent Medical Physician ("CMP") will oversee the EMS Program for March ARB Fire Emergency Services issues through the Fire Chief. March ARB Fire Emergency Services Flight responsibilities are outlined in AFI 32-2001, *Fire & Emergency Services Program* and para. 3.5.6.

1. **PURPOSE:** The purpose of this agreement is to appoint REMSA as CMP and outline the extent and responsibilities of March ARB 452d Air Mobility Wing, hereafter referred to as the "Supplier", and REMSA, hereafter referred to as the "Receiver", as they enter into a joint agreement to provide emergency medical assistance for both Supplier and Receiver.
2. **AUTHORITY:** DoD Instruction 4000.19, API 25-201, AFI 10-802 and other directives as required.
3. **TERM:** The term of this MOU is from August 30, 2022 through June 30, 2027, unless terminated earlier, with the option to renew on a yearly basis for five years.
4. **TERMINATION:** Notwithstanding the foregoing term, this MOU may be terminated at an earlier time as follows:
 - a. Immediately by REMSA upon written notice for non-compliance with the provisions of this MOU or violation of REMSA protocols, policies, procedures or operational agreements.
 - b. By either party upon ninety (90) days' written notice to the other party; or
 - c. Both parties may agree in writing to terminate this MOU in a mutually satisfactory manner.
5. **GENERAL:** Medical assistance carried out pursuant to this MOU will comport to all applicable medical standards and protocols established by the CMP.
 - a. Scope. This MOU provides guidance and documents agreement on aspects for general support of EMS operations both on-and-off base where March ARB Fire Emergency Services Flight may be requested to respond for emergency medical assistance. In

addition, the Receiver agrees to respond emergency ambulances, including Advanced Life Support ("ALS") ambulance(s) as needed and available to take over patient care from March ARB Fire Emergency Services Flight and provide medical transport to the nearest hospital. Actions and agreements herein apply only to the participating parties and are not intended to supersede existing regulations or agreements.

- b. Assumptions. (1) March ARB Fire Emergency Services Flight is the EMS provider, with complete responsibility of the EMS Program remaining with the authority of the Competent Medical Physician. March ARB Fire Emergency Services Flight does not have the capability to provide transport of patients that are sick or injured.
 (2) Flight operations, maintenance work, administrative work could easily require medical response from the Riverside County EMS system, depending on the location of potential medical incident.
 (3) REMSA (Receiver) is required by law to employ an EMS Medical Director who is a physician with substantial experience in the practice of emergency medicine. The REMSA Medical Director is board certified in emergency medicine with substantial experience in EMS and a hospital emergency department physician. The REMSA Medical Director, acting as CMP for March ARB Fire Emergency Services Flight will meet the qualifications outlined in the National Fire Protection Association ("NFPA") 450, Guide for Emergency Medical Services and Systems, para 7.7.
 (4) REMSA (Receiver) is obligated to provide emergency medical services in support of the public health and welfare of their residents.
 (5) Such medical assistance is particularly enhanced by the use of certified emergency medical response personnel.
 (6) March ARB Fire Emergency Services Flight does not have medical transport capability and the Receiver has a readily available EMS Transport capability through a County contracted emergency ambulance provider; however, the contracted transport provider may require assistance for coverage of the local response team.

6. RESPONSIBILITIES

a. Financial Management/Funding.

(1) 452 Mission Support Group (MSG): Will be responsible for providing all EMS supplies for March ARB Fire Emergency Services Flight, i.e. defibrillator, backboards, O2 Regulators, etc. through the supporting Medical Logistics Flight ("MLF").

b. Logistics Support. This includes all emergency medical response equipment that is required to support the medical response tasking. The Supplier provides the basic required Basic Life Support ("BLS") equipment and maintenance for March ARB; this includes, but is not limited to, Long Spine Boards, Automated External Defibrillators, Oxygen Regulators, Suction Units, etc. The Receiver will provide medical direction and protocols.

c. Command and Control. Command and Control will be the responsibility of the Senior Fire Officer ("SFO") on scene of any medical emergency.

d. Dispatching. Any request for medical assistance either on base or off installation will be made through the Emergency Communications System IAW DoDI16055.06 dated 21 December 2006. The request will be announced over the alert tones and PA system and the SFO on duty will make the determination depending on current mission requirements whether March ARB Fire Emergency Services Flight will be able to respond. Every attempt will be made to support requests for emergency assistance. The Receiver will provide guidance and technical assistance to the Supplier for Communications interoperability so that the March ARB Fire Emergency Services Flight Emergency Communications Center ("ECC") can be integrated into the County EMS Plan.

e. Training/Certification. This includes all training and certifications required by the Department of Defense, State of California and Riverside County, California. The Supplier will comply with all federal, state, and local requirements and standards. The receiver will assist and provide training and guidance to the Supplier. The Supplier will ensure that all required training and certifications are current. The Supplier will follow guidance set forth in the Receiver's policies, protocols and procedures and AFRC/SG oversight and approval. The Supplier will follow all medical control policies set forth by the Receiver and ensure that the Fire Department response vehicles remain certified by the State of California as a BLS Non-Transport Vehicle(s). The Receiver will provide training or access to regularly scheduled training as needed by the Supplier to be an integrated provider within the Riverside County EMS System.

f. Protocols. The AFRC Emergency Medical Council ("EMC") has approved the Receiver's Protocols, as the treatment standard for the March ARB Fire Emergency Services. The Receiver will review any changes made to the protocols and provide direction for implementation.

g. Program Oversight. The March ARB Fire Emergency Services Flight EMS Program is the complete responsibility of the 452 MSG Commander. The Receiver will work closely with the Fire Chief to ensure the program is conducted IAW State of California EMS laws, regulations, guidelines and REMSA protocols; DoDI16055.06 (Table E3.T1), and the NFPA Standard 1710, Chapter 5 EMS. March ARB Fire Emergency Services Flight will designate an EMS Coordinator who will work with the Receiver to develop and implement an EMS Continuous Quality Improvement Program ("EMSQIP") to be approved by the CMP. The Receiver will conduct monthly inspections of 10 percent of EMS runs and report this information to the 452 MSG/CC.

h. Medical Authority. The Receiver will be the medical control authority for March ARB Fire Emergency Services Flight EMS Program. The Receiver will provide EMS medical direction to March ARB Fire Emergency Services Flight through established system-wide policies, protocols and procedures. This will include medical direction and/or on-line medical direction for March ARB Fire Emergency Services Flight.

i. Resource Requirements. Resources and staffing will be assigned to each medical emergency IAW the National Fire Protection Association ("NFPA") 1710, Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, Chapter 5 EMS, and REMSA approved

protocols utilizing Automated Civil Engineer System ("ACES") Fire Department ("FD") as the primary dispatch tool.

j. Liability. This includes release of the other party from any liability arising out of assistance rendered to as a result of this MOU. Both the Supplier and Receiver will ensure that their agency will be responsible for any and all insurance on its own respective personnel and will not hold the other party responsible for injuries, damaged equipment, or other liabilities.

k. Insurance and Billing. This MOU is mutually beneficial to all parties involved and neither party will bill the other for services rendered.

l. Agreement and Administration. This MOU will be effective for five (5) years from the date signed by the approving official(s). The parties will review this MOU at least once every year to determine whether it should be revised, amended, or cancelled. Amendments or revisions to this agreement require mutual consent of both parties. This agreement may be changed or cancelled at any time by mutual consent of the parties concerned. All parties will receive written notice if the agreement is cancelled. The provisions of this agreement are effective upon signature as indicated below. The undersigned parties hereby shall designate a representative to modify and incorporate all future ancillary documents executed in furtherance of this joint medical response agreement and to this document without need for amendment or further action.

m. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA," Civ. Code, §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

Signatures on following page

In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

**Riverside County Emergency Medical
Services Agency**

By: _____
Bruce Barton
Director
Emergency Management Department

Dated: _____

March Air Reserve Base

REED.JOHN.C
By: .1155859659
J. Corey Reed, Colonel, USAF
Commander, 452 Air Mobility Wing

Digitally signed by
REED.JOHN.C.1155859659
Date: 2022.08.18 14:04:28
-07'00'

Dated: 8/18/22

APPROVED AS TO FORM:
OFFICE OF COUNTY COUNSEL,
COUNTY OF RIVERSIDE

Melissa Cushman
By: _____
Melissa R. Cushman,
Deputy County Counsel

Digitally signed by Melissa
Cushman
Date: 2022.09.26 08:28:06 -07'00'