Health Services
LOS ANGELES COUNTY

Los Angeles County
Board of Supervisors

Gloria Molina
First District

Mark Ridley-Thomas
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

John F. Schunhoff, Ph.D.
Interim Director

Robert G. Splawn, M.D.
Interim Chief Medical Officer

313 N. Figueroa Street, Suite 912
Los Angeles, CA 90012

Tel: (213) 240-8101
Fax: (213) 481-0503

www.dhs.lacounty.gov

To improve health through leadership, service and education.

www.dhs.lacounty.gov

January 19, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

APPROVAL OF PARAMEDIC BASE HOSPITAL AGREEMENT
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)

SUBJECT

Request approval of a Paramedic Base Hospital Agreement with Antelope Valley Hospital.

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Interim Director of Health Services (Interim Director) or his designee, to execute a Paramedic Base Hospital (Base Hospital) Agreement with Antelope Valley Hospital (AVH) effective upon Board approval through June 30, 2012.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of this recommendation will allow the Interim Director to execute a Base Hospital Agreement with AVH, coterminous with existing agreements. This agreement will enable AVH to coordinate Advanced Life Support (ALS) services utilizing Emergency Medical Technician-Paramedics (paramedics) to deliver emergency medical care through on line (radio or telephonic) medical control.

Approval of AVH as a Base Hospital will augment the medical services available to the residents of the Antelope Valley, which is one of the County's fastest-growing yet underserved areas in terms of available medical care. By partnering with paramedic providers in the joint development and operation of an ALS system, AVH can efficiently and appropriately provide emergency medical services that meet the needs of County residents.

Implementation of Strategic Plan Goals

The recommended actions support Goal 1, Operational Effectiveness and Goal 4, Health and Mental Health, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

There is no net County cost for this Base Hospital Agreement.

Each Base Hospital pays the County Emergency Medical Services Agency (EMS Agency) annual fees to offset County costs for data collection, monitoring, and evaluation of ALS programs. The amounts payable to the County for Fiscal Years (FY) 2009-10, 2010-11 and 2011-12 are $11,754, $11,958 and $12,165, respectively. The estimated prorated fee for AVH for the remainder of FY 2009-10 is $5,387.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to the authority granted under the Emergency Medical Services and Prehospital Emergency Medical Care Personnel Act, the County maintains an ALS system that utilizes paramedics for the delivery of emergency medical care. As part of this system, Base Hospitals provide prospective, concurrent, and retrospective medical control. Division 2.5 of the California Health and Safety Code authorizes the local EMS Agency to designate Base Hospitals to provide on-line (radio or telephonic) medical control to paramedics treating patients in a prehospital setting. There are currently 20 Base Hospitals in the County (Attachment I). Board approval of AVH as a Base Hospital will bring the total number of Base Hospitals in the County to 21.

The EMS Agency conducted an on-site review on November 10, 2009 to assess AVH's ability to comply with contractual requirements, and readiness to function as a new Base Hospital. The EMS Agency notified AVH in December 2009 that all requirements have been met for designation as a Base Hospital.

On November 18 and 19, 2009, AVH was evaluated by the American College of Surgeons and the EMS Agency for designation as a trauma center. The evaluation determined that AVH meets all of the requirements to be designated as a trauma center. The EMS Agency is currently reviewing the existing Trauma Center Service Agreement (TCSA) to identify necessary changes to the agreement

language in order to add AVH as a new trauma center in the County. Once these changes are finalized, DHS will return to your Board for approval of a TCSA with AVH.

County Counsel has approved Exhibit I as to use and form.

CONTRACTING PROCESS

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This Agreement will enable AVH to provide the level of program services currently offered by the other 20 Base Hospitals in the County through June 30, 2012.

Respectfully submitted,

JOHN F. SCHUNHOFF, Ph.D.
Interim Director

JFS:KH:rg

Enclosures
c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

ATTACHMENT I

BASE HOSPITAL LISTING

	HOSPITAL	ADDRESS
1	Methodist Hospital of Southern California	300 West Huntington Dr. Arcadia, CA 91007
2	California Hospital Medical Center	1401 S. Grand Ave. Los Angeles, CA 90015
3	Cedars Sinai Medical Center	8700 Beverly Blvd. Los Angeles, CA 90048-1865
4	Glendale Adventist Medical Center	1509 E. Wilson Terrace Glendale, CA 91206
5	Providence Holy Cross Medical Center	15031 Rinaldi St. Mission Hills, CA 91345
6	LAC Harbor-UCLA Medical Center	1000 W. Carson St. Torrance, CA 90502-2004
7	Huntington Memorial Hospital	100 W. California Blvd. Pasadena, CA 91109
8	Henry Mayo Newhall Memorial Hospital	23845 W. McBean Parkway Valencia, CA 91355-2083
9	Long Beach Memorial Medical Center	2801 Atlantic Ave. Long Beach, CA 90806-1737
10	Little Company of Mary Hospital	4101 Torrance Blvd. Torrance, CA 90503
11	Northridge Hospital Medical Center – Roscoe Campus	18300 Roscoe Blvd. Northridge, CA 91325-4105
12	Presbyterian Intercommunity Hospital	12401 E. Washington Blvd. Whittier, CA 90602
13	Pomona Valley Hospital Medical Center	1798 N. Garey Ave. Pomona, CA 91767
14	Citrus Valley Medical Center – Queen of the Valley Campus	1115 S. Sunset Ave. West Covina, CA 91790
15	St. Francis Medical Center	3630 E. Imperial Hwy. Lynwood, CA 90262-2678
16	Providence St. Joseph Medical Center	501 S. Buena Vista St. Burbank, CA 91505
17	St. Mary Medical Center	1050 Linden Ave. Long Beach, CA 90813-3393
18	Torrance Memorial Medical Center	3330 W. Lomita Blvd. Torrance, CA 90505
19	UCLA Medical Center	10833 LeConte Ave. Los Angeles, CA 90095
20	LAC + USC Medical Center	1200 N. State St. Los Angeles, CA 90033

EXHIBIT I

PARAMEDIC BASE HOSPITAL AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

ANTELOPE VALLEY HOSPITAL

PARAMEDIC BASE HOSPITAL AGREEMENT

TABLE OF CONTENTS

PARAGRAPH		PAGE
	RECITALS	1
1.	BASIS AND PURPOSE	6
2.	TERM	7
3.	ADDITIONAL PROVISIONS	10
4.	RESPONSIBILITIES OF COUNTY	10
5.	RESPONSIBILITIES OF HOSPITAL	21
6.	DUE PROCESS	51
7.	RESPONSIBILITY FOR INDIGENT PATIENTS	57
8.	STATUS OF HOSPITAL	57
9.	INDEMNIFICATION	58
10.	GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE	59
11.	INSURANCE COVERAGE	67
12.	NOTICES	69

ATTACHMENTS AND EXHIBITS

ADDITIONAL PROVISIONS

EXHIBIT A - COMMUNICATIONS MANAGEMENT COMMITTEE (Ad Hoc)

EXHIBIT B - BASE HOSPITAL COMMUNICATIONS EQUIPMENT

EXHIBIT C - COMMUNICATIONS EQUIPMENT MAINTENANCE STANDARDS

EXHIBIT D - PARAMEDIC SYSTEM TROUBLE CONTROL PROCEDURES

EXHIBIT D.1 - REMOTE BASE STATION RADIO SITES

PARAMEDIC BASE HOSPITAL AGREEMENT

TABLE OF CONTENTS

ATTACHMENTS AND EXHIBITS

EXHIBIT E-1 - CURRENT TEMIS HOSPITAL HARDWARE AND SOFTWARE SPECIFICATIONS

EXHIBIT E-2 FUTURE TEMIS HOSPITAL HARDWARE AND SOFTWARE SPECIFICATIONS

EXHIBIT F - HOSPITAL EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT REGARDING BASE/TRAUMA HOSPITAL DATA COLLECTION OBLIGATIONS

EXHIBIT G - BASE HOSPITAL FORM

EXHIBIT G1- BASE HOSPITAL FORM (PAGE 2)

EXHIBIT G2- MCI BASE HOSPITAL FORM

EXHIBIT H - RECEIVING HOSPITAL OUTCOME DATA

EXHIBIT I - RECEIVING HOSPITAL OUTCOME DATA FOR TEMIS

EXHIBIT J - BASE HOSPITAL RADIO CHANNEL, ASSIGNMENTS/PARAMEDIC TELEPHONE NUMBERS

EXHIBIT K - BASE HOSPITAL DIRECTORY

EXHIBIT L - CHARITABLE CONTRIBUTIONS CERTIFICATION

EXHIBIT I

Contract #_____

PARAMEDIC BASE HOSPITAL AGREEMENT

(Trauma and Non-Trauma)

THIS AGREEMENT is made and entered into this _____ day of_____, 2010,

by and between COUNTY OF LOS ANGELES (hereafter "County"),

and ANTELOPE VALLEY HOSPITAL (hereafter "Hospital").

WHEREAS, pursuant to the authority granted under the Emergency Medical Services and Prehospital Emergency Medical Care Personnel Act ("Act") (Health and Safety Code, Sections 1797, et seq.), County maintains an Advanced Life Support ("ALS") system providing services utilizing Emergency Medical Technicians-Paramedics (hereafter "paramedics") for the delivery of emergency medical care to the sick and injured at the scene of an emergency, during transport to a general acute care hospital, during interfacility transfer, while in the emergency department of a general hospital, until care responsibility is assumed by the regular staff of that hospital, and during training within the facilities of a participating general acute care hospital; and

WHEREAS, County has designated its Department of Health

Services as the local Emergency Medical Services Agency (hereafter "Department", "local EMS Agency", "Agency" or "DHS"); and

WHEREAS, the local EMS Agency approves and designates selected paramedic base hospital(s) as the Agency deems necessary to provide immediate medical direction and supervision of paramedics within Los Angeles County in accordance with policies and procedures established by the Agency and State EMS Authority; and

WHEREAS, various general acute care hospitals, both public and private, in Los Angeles County have been designated by the local EMS Agency to serve as paramedic base hospitals pursuant to a selection procedure developed and implemented with the assistance of health services provider organizations and other qualified agencies and organizations; and

WHEREAS, Hospital, by virtue of its qualifications pursuant to such selection process and its execution of this Agreement, is a County designated paramedic base hospital (hereafter "base hospital"); and

WHEREAS, trauma centers specialize in the care of major trauma patients; and

WHEREAS, a County-designated trauma center which is also a

base hospital shall provide medical direction for all injured patients meeting base hospital contact criteria or guidelines within its catchment area, in addition to other base contacts normally handled; and

WHEREAS, in the event Hospital is approved as a County-designated trauma center during the term of this Agreement, this Agreement will be incorporated as Exhibit F into the Hospital's new Trauma Center Service Agreement (TCSA); and

WHEREAS, "Director" as used herein, refers to County's Director of the Department of Health Services or his or her duly authorized designee; and

WHEREAS, the Act and related implementing regulations require commitment of hospital administration, emergency department, and medical staff to meet requirements for program participation as specified by law and by local EMS Agency policies and procedures; and

WHEREAS, the parties wish to cooperate with each other and with paramedic provider agencies in the joint development and operation of an ALS system in Los Angeles County in order to efficiently and appropriately meet the needs of Los Angeles County residents for high quality paramedic services; and

WHEREAS, a physician in the base hospital's emergency

department, under the direction of a base hospital medical director and with the assistance of registered nurses who are specially trained and certified as authorized mobile intensive care nurses (hereafter "MICNs") by the local EMS Agency, exercises control over the delivery by paramedics of certain emergency care services in the field by issuance to them of verbal medical instructions over a radio or commercial telephone; and

WHEREAS, a base hospital supervises prehospital triage, treatment, patient destination, and advanced life support, and monitors personnel program compliance by providing medical direction; and

WHEREAS, a base hospital provides, or causes to be provided, emergency medical services, and prehospital personnel training and continuing education in accordance with local EMS Agency policies and procedures; and

WHEREAS, a base hospital collects prehospital and emergency department data specified in the Base Hospital Form; and

WHEREAS, a base hospital utilizes and maintains two-way telecommunications equipment, as part of the County's Paramedic Communications System ("PCS"), as specified by the local EMS Agency, capable of direct two-way voice communication with the

paramedic advanced life support units ("ALS unit") assigned to a base hospital; and

WHEREAS, the PCS is composed of discrete radio subsystems licensed individually by the Federal Communications Commission ("FCC") with Hospital holding title to the PCS subsystem(s) used to link to a County facility and County holding title to the PCS subsystem(s) used to link the County facilities with the EMS Agency; and

WHEREAS, Hospital's commitment to provide and operate PCS equipment, and to otherwise establish and maintain a base hospital and to provide the professional and hospital services associated therewith represents a substantial and continuing commitment of financial, physical, professional, and personnel resources by Hospital and its professional staff; and

WHEREAS, the parties desire to carry out their respective obligations under this Agreement in an efficient cost-effective manner; and

WHEREAS, Hospital agrees to share in a portion of costs required to implement and maintain a countywide computerized data collection and information management system (costs specified in body); and

WHEREAS, in exchange, County agrees to provide countywide standardized prehospital management reports and to make available countywide statistical data (nonidentifiable) for research purposes; and

WHEREAS, this Agreement is authorized by Health and Safety Code Sections 1797.58 and 1798.100 and Title 22 California Code of Regulations, Section 100168.

NOW, THEREFORE, the parties agree as follows:

1. BASIS AND PURPOSE: The basis of this Agreement is the desire and intention of the parties to cooperate in the operation of each party's component of the paramedic delivery system, consistent with each party's other health services activities and fiscal requirements and the duties and responsibilities of the County. Its purposes are to establish, in a manner reflective of that cooperative basis, the specific duties and responsibilities of the parties with respect to the matters addressed herein and to provide mechanisms and procedures for (a) resolution of disputes, (b) communications regarding the operation of the system, (c) consideration of future development of the system in response to change in circumstances, (d) interaction with other system participants, and (e) quality improvement.

2. TERM:

A. The effective date of this Agreement shall become effective upon Board and EMS Agency approval of Hospital as a Base Hospital, and shall continue in full force and effect to and including June 30, 2012. Unless sooner terminated, revoked, or canceled, this Agreement shall finally expire at midnight on June 30, 2012.

B. The local EMS Agency shall review this Agreement as appropriate to ensure compliance with Title 22, California Code of Regulations, Section 100168.

C. Notwithstanding any other provision of this Agreement, it shall be effective and binding upon the parties during any future County July 1 through June 30 fiscal year only in the event that County's Board of Supervisors appropriates funds to cover County's obligations hereunder in County's budget for each such future fiscal year.

D. Notwithstanding any other provision of this Agreement, Director may suspend this Agreement immediately upon giving written notice to Hospital if Hospital's license to operate as a general acute care hospital or its permit to operate basic or comprehensive emergency service

is revoked or suspended. Any such action by DHS shall be subject to the review procedures for suspensions established in Paragraph 6, Due Process, herein below. If such a suspension order has been issued and remains in effect for a period of at least sixty (60) calendar days, Director may terminate this Agreement upon giving at least thirty (30) calendar days prior written notice thereof to Hospital.

E. Notwithstanding any other provision of this Agreement, Director may find Hospital out of compliance with this Agreement, upon giving written notice to Hospital, if Hospital has demonstrated a consistent failure to adhere to policies, procedures, and contractual requirements, as outlined in this Agreement and the Los Angeles County Prehospital Care Policy Manual, hereinafter, Prehospital Care Policy Manual, (incorporated herein by reference), the effect of which has disrupted the uniform and consistent discharge of Hospital's responsibilities hereunder. Any such action by Director shall be subject to the review procedures for contract compliance established in Paragraph 6, Due Process, herein below. Hospital hereby acknowledges receipt of a copy of Agency's Prehospital Care

Policy Manual.

F. Notwithstanding any other provision in this Agreement, Hospital may find DHS out of compliance with this Agreement, upon giving notice to Director, if DHS has demonstrated a consistent failure to adhere to policies, procedures, and contractual requirements, as outlined in this Agreement and Agency's Prehospital Care Policy Manual, the effect of which has disrupted the uniform and consistent discharge of DHS' responsibilities.

G. This Agreement shall be considered automatically suspended in the event of a labor dispute, natural catastrophe, or other event beyond the control of Hospital which renders Hospital incapable of continuing to carry out its responsibilities hereunder. In the event such suspension continues for a period in excess of three (3) months and Hospital is unable to demonstrate to Director that it can resume its participation within six (6) months from the initial date of interruption of service, Director may terminate this Agreement upon giving at least one-hundred twenty (120) calendar days prior written notice thereof to Hospital.

H. Notwithstanding any other provision of this Agreement, either party may terminate this Agreement without cause upon providing at least one-hundred twenty (120) calendar days prior written notice thereof to the other party.

3. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "ADDITIONAL PROVISIONS". The terms and conditions therein contained are part of this Agreement.

4. RESPONSIBILITIES OF COUNTY: County shall coordinate the countywide aspects of the ALS system and maintain and operate County components of the PCS.

A. Responsibilities of DHS:

1) Policies and Procedures:

a) Establish policies and procedures consistent with State and County laws, regulations, and standards to assure medical control of ALS personnel.

b) Review and revise policies every three years or as needed.

c) Distribute to Hospital within sixty (60) calendar days of the execution of this

Agreement a complete manual containing all protocols and policies which Agency currently considers to be applicable to participants in the ALS system.

d) Establish policies and procedures that ensure a mechanism exists for replacing medical supplies and equipment used by advanced life support personnel during treatment of patients. Such policies and procedures shall not require hospital to provide or replace such medical supplies and equipment.

e) Establish policies and procedures that ensure a mechanism exists for replacing controlled drugs and narcotics used by advanced life support personnel during treatment of patients. Such policies and procedures shall not require hospital to provide or replace such medical supplies and equipment.

2) Interim System Re-Configuration: DHS may, on an interim basis, restructure the prehospital care system as it deems necessary, including reassignment of ALS Units to or from Hospital as the primary

directing base hospital, in those instances when a designated base hospital gives notice that it is withdrawing from the system or when a designated base hospital is suspended or terminated from the prehospital care system. In the event that an interim restructuring occurs, Hospital, if affected by the restructuring, shall be given the immediate opportunity to provide written and oral statements to Director regarding the restructuring to the local EMS Agency and shall be provided with the "due process" procedures specified in Paragraph 6, Due Process, herein below. Nothing herein, however, is intended to prevent implementation by Director on an emergency basis of such changes as he/she may find measurably necessary to preserve the integrity of the prehospital care system and to protect the health and safety of County residents.

3) System Configuration: Director shall notify Hospital of proposals for substantial operational or structural changes in the components of the ALS system or in the overall operation or configuration of such system. This shall include, but not be limited to,

increasing or decreasing the number of base hospitals in the event that a restructuring of the prehospital care system is deemed necessary. In the event the number of base hospitals is increased or decreased, and unless otherwise agreed upon by the parties, written notice shall be given to Hospital at least one-hundred and twenty (120) calendar days prior to the effective date of any resulting substantial operational or structural changes to the local EMS Agency. If the need for Hospital to serve as a base hospital can no longer be substantiated, or if Hospital is adversely affected by the addition of a new base hospital, Hospital, upon request, shall be provided with "due process" as specified in Paragraph 6, Due Process, herein below.

4) Data Management: DHS, after consultation with and advice from the Emergency Medical Services Commission ("EMSC") Data Advisory Committee, as defined by the EMS Commission bylaws, if duly constituted, shall continue maintenance of a comprehensive base hospital data collection system.

a) The DHS base hospital data collection

system includes:

1. A base hospital data collection procedure manual.

2. A minimum of sixteen (16) hours Trauma and Emergency Medicine Information System ("TEMIS") basic software training up to twenty-four (24) hours of intermediate/advanced training for all necessary persons identified by Contractor, and as agreed upon by County, to enable Hospital personnel to perform data entry, database maintenance, and basic report generation functions.

3. A nonexclusive, nontransferable license to Hospital to use TEMIS software and documentation and any software updates for as long as County maintains its software license contract with Lancet Technology, Inc., or until Agreement is terminated as set forth herein. Such license also includes the right of Hospital to copy TEMIS software, data, and documentation for

back-up or archive purposes, but such license further gives Hospital no right to sell, lease, sublease, donate, assign, distribute, or otherwise transfer any right in TEMIS software, data, or documentation to any other person or entity.

4. Software meeting specifications shown in Exhibit "E", TEMIS HOSPITAL HARDWARE AND SOFTWARE SPECIFICATIONS, attached hereto and incorporated herein by reference, for the purpose of base hospital data entry and/or data manipulation. In the event that Agreement is terminated for any reason, DHS shall promptly remove all TEMIS software provided by County/County's TEMIS-related contractor and Hospital shall return to County all TEMIS data and documentation (and all copies thereof made by Hospital hereunder) provided by County to Hospital.

a) DHS, on behalf of County, in the event of errors in software, shall use reasonable efforts to promptly

rectify the software. Whenever possible, DHS shall correct a problem in twenty-four (24) hours or less (excluding Saturday, Sunday, and Holidays). County shall have no such obligation if the problem(s) is (are) a direct or indirect result of software modifications, made without the prior written approval from Director.

b) The foregoing are the only warranties of any kind, either expressed or implied, that are made by County, and County disclaims all other warranties including, but not limited to, the implied warranties of fitness for a particular purpose. In no event shall County be liable for any direct, indirect, incidental, or consequential damages of any nature whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of information, and

the like), arising out of the use or inability to use the software (including without limitation any claim of patent infringement or other similar claim), even if County has been advised of the possibility of such damages.

c) County does not warrant that operation of the software will be uninterrupted or error-free or that all errors will be corrected.

d) County does not assume and shall have no liability under this Agreement for failure to repair or replace defective software, the related data or documentation due directly or indirectly to causes beyond the control of, and without the fault or negligence of County, including, but not limited to, acts of God, acts of public enemy, acts of the United States, any state, or other political subdivision, fires, floods, epidemics,

quarantine, restrictions, strikes, freight embargoes, or similar or other conditions beyond the control of County.

5) Prehospital Care Liaison: Director shall designate one or more individuals within the local EMS Agency with the primary responsibilities of reviewing, monitoring, communicating and coordinating matters affecting the ALS delivery system under the jurisdiction of the local EMS Agency. Designated individuals shall periodically attend Hospital's continuing education programs, field care audits, and meetings related to the ALS system and shall perform contract compliance reviews as specified in this Agreement.

6) Assignment of ALS Units: After consultation with Hospital and provider organizations, Director shall assign designated ALS units to operate under Hospital's primary control as base hospital. These assignments may be changed from time to time by Director after consultation with Hospital. Director shall take into consideration the number of base

hospital contacts handled by each base hospital within a Base Hospital Region, the receiving hospital for the majority of patients handled by the ALS unit being assigned, whether the ALS unit being assigned is primarily a 9-1-1 response unit or private interfacility transport unit, and the provider agency's desire to affiliate with a particular base hospital.

7) Paramedic Communication System Management:

a) Designate one individual within DHS as the PCS manager to provide administration and direction of the PCS.

b) Utilize County's Internal Services Department ("ISD") for ongoing design, installation, maintenance, and technical consultation.

c) Assign Hospital frequencies and private line ("PL") tones in consultation with ISD.

d) Notify Hospital of any proposals for operational or structural changes in the components of the PCS. No non-emergent substantial operational or structural change in

the components of the PCS will be made without prior notification of Hospital, and until Hospital, if it wishes, has appropriately exhausted administrative due process remedies under this Agreement.

e) Promulgate PCS communications operations procedures and maintenance standards in cooperation with ISD prior to the execution of this Agreement. Any changes made during the term of this Agreement shall be reviewed and approved by the Communications Management Committee, described in Exhibit "A", attached hereto and incorporated herein by reference.

f) Notify the Hospital Association of Southern California ("HASC") of any proposals for changes in policies and procedures.

B. Responsibilities of County through ISD:

1) Assume ongoing responsibility for the design, development, timely implementation, and technical integrity of the PCS. To the extent feasible, ISD shall consult with the DHS PCS Manager and solicit input in the areas of design development,

implementation, and technical integrity of the PCS.

2) Maintain and repair County-owned equipment.

3) Prepare PCS communications operating procedures and maintenance standards in cooperation with the local EMS Agency.

C. Contract Compliance: Should DHS, as determined by Hospital, fail to comply with any provision set forth hereunder as a DHS responsibility or obligation, Hospital may do any or all of the following in addition to other rights which Hospital may have hereunder or at law:

1) Send Director a written statement itemizing the areas of concern and request or specify a plan for remedial action.

2) Send Director a written itemized listing of the area(s) of concern and notification of intent to terminate Agreement.

3) Institute the review procedures outlined in Paragraph 6, DUE PROCESS herein below.

5. RESPONSIBILITIES OF HOSPITAL:

A. General Requirements:

1) Be licensed by the State Department of Health Services ("SDHS") as a general acute care

hospital.

2) Be accredited by the Joint Commission ("JC").

3) Have a special permit for Basic or Comprehensive Emergency Medical Service pursuant to the provisions of Title 22, Division 5, California Code of Regulations.

4) Unless exempted in writing by the Medical Director of the local EMS Agency, meet or exceed standards for Emergency Departments Approved for Pediatrics ("EDAP").

5) Satisfy the requirements of Title 22, California Code of Regulations, Section 100168.

6) Participate in the ReddiNet® communication system.

7) Hospital administration, medical staff and emergency room staff agree/concur that it shall meet the requirements under applicable State regulations and the local EMS Agency's policies and procedures for the provision of services under this Agreement.

B. Standards and Protocols: Hospital shall implement and monitor the policies and procedures of the

local EMS Agency related to the services performed by Hospital under this Agreement.

C. Data Collection:

1) Hospital shall complete and submit the following documents to Director, the completion and submission of which shall be according to DHS procedure and formats previously provided to Hospital:

a) Base Hospital Form: The MICN or emergency department physician, or both, shall complete at least one current DHS approved base hospital form for every base hospital paramedic contact involving a patient. One form shall be completed for every ALS patient involved in an incident. Samples of the DHS approved base hospital form are attached as Exhibit "G", (Base Hospital Form), G-1 (Page 2), G-2 (MCI Form), attached hereto and incorporated herein by reference. Hospital shall submit the Base Hospital Form within sixty (60) calendar days of its completion. Upon approval of Director, Hospital may discontinue transmittal of a "hard copy" of the form when Director determines that

the computer data base hospital form information which is transmitted to Agency is of high quality and timely, and reflects all documentation.

a.1) Standing Field Treatment Protocol (SFTP) data collection: When base contact is made for destination and/or medical direction, a base hospital form should be completed with the following documentation:

a.1.1) Provider Code/Unit #

a.1.2) "We have a protocol patient…" (State major or minor if trauma)

a.1.3) Chief complaint/Location of injury

a.1.4) Age/Gender

a.1.5) Level of Distress

a.1.6) Name of the Protocol

a.1.7) Destination/ETA

a.1.8) Sequence Number

a.1.9) Mechanism of Injury if trauma

b) Receiving Hospital Outcome Data: Hospital shall complete emergency department outcome data for all patients where Hospital provided base hospital medical direction to prehospital care personnel and patients were delivered to its emergency department via the County's prehospital care system. Hospital personnel shall enter the appropriate information as defined in Exhibit "I", attached hereto and incorporated herein by reference, onto the base hospital form and into the County's automated data collection system (TEMIS).

c) Required Data Elements: Hospital shall enter data elements as defined in "Exhibit I."

d) In the event Agency determines that existing forms, logs, and documents should be modified or that additional data should be collected from Hospital, said modification or request for additional data must first be reviewed by the EMSC Data Advisory Committee, if constituted. Agency shall estimate the cost impact on Hospital of the proposed modification

or request for additional data, and, if a dispute concerning same arises, the matter may be submitted to the EMSC for arbitration in accordance with County Code Section 3.20.070.

e) Hospital shall submit required data under County's automated data collection system to Agency via Agency defined media within forty-five (45) calendar days following an "incident" according to procedures identified in the most current version of the Agency's "TEMIS Users Manual" incorporated herein by reference. A copy of the TEMIS Users Manual has previously been provided to Hospital. Data format must meet specifications defined by Agency. Should County remove all or any portion of TEMIS software required to submit Hospital's data to County via County defined media, or fail to correct any software errors that prevent Hospital from being able to perform data entry, Hospital's obligation to submit data electronically shall cease, until County has reinstalled the necessary software or corrected the software errors.

f) Hospital shall utilize TEMIS application programs and provide hardware which meets the requirements listed under Temis Hospital Hardware and Software Specifications described in "Exhibit E". Hospital shall in no way modify the structure or function of the software as set forth in the Agreement without the prior written approval of Director. The software provided shall be used exclusively for the purposes intended herein and shall be maintained by Hospital in a secure location. Hospital shall at all times provide County representative(s) designated by Director with reasonable access to Hospital premises to allow installation/maintenance/removal of County-owned property.

g) If it is reasonably determined by Director that any Hospital repair or replacement of equipment, or repair or recovery of software or data, to the extent deemed feasible by Director, was necessary due to theft or due to Hospital's negligence, Hospital shall reimburse

County for the repair, replacement, or recovery cost at a maximum labor rate of One Hundred Dollars ($100) per hour, plus the actual cost of parts and materials.

h) To provide ongoing financial support to County for data collection, monitoring, and evaluation of the ALS programs, all of which benefit Hospital in the provision of base hospital services, Hospital agrees to offset a portion of the costs attributed thereto. The amount payable to County by Hospital for the first one (1)-year period of Agreement shall be Eleven Thousand, Seven Hundred and Fifty-Four Dollars and Thirty-Four Cents ($11,754.34) for the first year of the Agreement (which shall be prorated if the first term is less than twelve months), and each subsequent year the amount shall be as follows:

-Year two: Eleven Thousand, Nine Hundred and Fifty-Eight Dollars and Four Cents ($11,958.04)

-Year three: Twelve Thousand, One Hundred and Sixty-Five Dollars and Twenty-Seven Cents ($12,165.27).

For any hospital that is a designated Trauma Center, the base hospital fee is included as part of the Trauma Center fee. In the event Hospital is approved as a County-designated trauma center before the end of any base Agreement year, the base fees paid for that Agreement year shall be applied to the prorated trauma center fees due at the time the TCSA is executed. The amount due for each consecutive year of the Agreement shall be paid on or before July 31 of the period. If this Agreement is canceled or terminated on a date other than June 30 of any one (1) year period (July 1 through June 30) of the Agreement term, the amount due by Hospital for that period shall be reduced by proration. If Hospital has already paid the annual amount, County shall return to Hospital that portion of the payment allocable to the period following the termination or cancellation date.

i) Hospital shall provide all supplies necessary for the ongoing use of their equipment (e.g., printer cartridges, printer paper, compact discs, DVDs or flash drives, etc.).

j) Hospital shall seek telephone assistance from Director or their designee, whenever TEMIS operation failure occurs, to obtain County TEMIS maintenance services as described herein.

k) Hospital shall assign qualified back-up personnel to operate TEMIS, as reasonably appropriate for Hospital to meet Hospital's data collection responsibilities described herein. Furthermore, Hospital shall permit adequate time for complete training of such personnel. Arrangements for training of new or replacement Hospital personnel shall be the primary responsibility of Hospital.

l) All software application modules, all modifications, enhancements, and revisions thereto, and all materials, documents, software programs and documentation, written training

documentation and aids, and other items provided by County or its agents, are "proprietary" or "confidential". Hospital shall use reasonable means to ensure that these confidential data system products are safeguarded and held in confidence. Such means shall include, but not be limited to: requiring each Hospital employee or agent given access thereto to enter into a written agreement in the same form identified as "Exhibit F", Hospital Employee Acknowledgment and Confidentiality Agreement, attached hereto and incorporated herein by reference; disclosing confidential County data system products only to employees with a need to know of such confidential County data system products in order for Hospital to exercise its rights and perform its obligation as a base hospital; and not reproducing, adapting, modifying, disassembling, decompiling, reverse engineering, distributing, or disclosing any confidential County data system products except as expressly permitted hereunder. Copies of software, application modules, and data

may be made for the sole purpose of backup only.

m) Hospital shall indemnify, hold harmless, and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any United States patent, copyright, or any actual or alleged trade secret disclosure, arising from or related to the misuse of the software license by hospital or hospital personnel.

n) Nothing in this Agreement shall prohibit Hospital from seeking reimbursement, contributions, or other payment from municipalities, paramedic provider agencies, or receiving hospitals to defray Hospital costs associated with providing ALS services, including data collection. Nothing herein, however, requires reimbursement or other payment from municipalities, paramedic provider agencies, or receiving hospitals to defray such costs.

D. Availability of Records: Hospital shall submit copies of all records, audio recordings, and logs pertaining to prehospital care of patients and personnel involved in the prehospital care system at the request of representatives of Agency. Records obtained from Hospital may be used for, but are not limited to, audit, investigation, or statistical analysis. Representatives of the local EMS Agency shall comply with all applicable State and federal laws relating to confidentiality and shall maintain the confidentiality of all records, audio recordings and logs submitted in compliance with this subparagraph in accordance with the customary standards and practices of government third-party payers.

E. ALS Program Monitoring:

1) Hospital extends to Director, or his designee and to authorized representatives of the State, the right to review and monitor Hospital's programs and procedures with respect to this Agreement, and to inspect its facilities for contractual compliance with State and local EMS Agency policies and regulations.

Inspections by DHS staff shall be conducted during County's normal business hours and only after Director has given Hospital at least three (3) working days prior written notice thereof. In computing the three (3) working days, a Saturday, Sunday, or legal holiday shall not be included. Entry and exit conferences shall be held with Hospital's Administrator or his or her designee. Said notice need not be given where Director determines that the health and welfare of patients may be jeopardized by waiting the three day period.

2) AUDIT/COMPLIANCE REVIEW: At minimum, audits shall be conducted every three (3) years to ensure compliance with State and local EMS agency policies and regulations. Hospital shall be given no less than thirty (30) calendar days notice in advance of said review. Hospital's director of utilization review and director of medical records shall be permitted to participate in the review and Hospital and its staff shall fully cooperate with County representatives. In the conduct of such audit and review, Hospital shall allow such representatives access to all reports,

audio recordings, medical records, and other reports pertaining to this Agreement, and shall allow photocopies to be made of these documents, utilizing Hospital's photocopier.

Records of Hospital or its medical review committees having responsibility for evaluation and improvement of the quality of care rendered in a hospital, and which are protected by Evidence Code Section 1157, are not subject to review.

An exit conference shall be held following the performance of such an on-site compliance review by Director and results of the compliance review shall be discussed with Hospital's Administrator or his or her authorized designee prior to the generation of any final written report or action by Director or other DHS representatives based on such review. The exit conference shall be held on site prior to the departure of the reviewers and Hospital shall be provided with an oral or written list of preliminary findings at the exit conference. If a written report of the audit or compliance review is prepared, Hospital shall be provided with a copy thereof prior

to its public release or referral of the report to any other public agency. Hospital shall permit periodic unscheduled site visits by Agency representatives for monitoring ED diversion status, continuing education programs and prehospital care meetings.

F. Record Retention:

1) Hospital shall retain the receiving hospital copy of the EMS Report Form for a minimum of seven (7) years and include such reports with patient charts for patients brought to Hospital as part of the ALS system. Such records, if for a minor, shall be retained for a minimum of seven (7) years, or one (1) year past the age of majority, whichever is greater.

2) Hospital shall retain all audio recordings (not transcriptions), logs, and Base Hospital Forms for a minimum of seven (7) years. If such records are for a minor, they shall be retained for a minimum of seven (7) years, or one (1) year past the age of majority, whichever is greater.

3) Hospital shall retain all records related to suspected or pending litigation until completion and resolution of all issues arising therefrom.

G. Communication between Base Hospital and Receiving Hospital:

1) Hospital shall communicate all appropriate ALS patient management information to the receiving hospital to which a patient is directed as result of a radio or telephone communications response. Such notification shall be by telephone or ReddiNet and conveyed by a physician or MICN familiar with the treatment given, as soon as the patient destination is determined, or as soon as is practically possible.

2) Hospital shall assist newly approved SFTP paramedic providers to utilize SFTPs in determining patient destination and in notifying the receiving hospital, for up to two (2) years after SFTP implementation or until such time paramedic providers are capable of so notifying the receiving hospital, whichever is less.

H. Reimbursement for ALS Direction:

Nothing in this Agreement shall prohibit Hospital from seeking reimbursement, contributions or other payments from municipalities, paramedic provider agencies, or receiving hospitals to defray costs associated with providing ALS

services, including supply and resupply of ALS units. Except as expressly noted, nothing herein, however, requires reimbursement or other payment from municipalities, paramedic provider agencies, or receiving hospitals to defray such Hospital costs.

I. Base Hospital Assignment of ALS units:

Except as otherwise may be noted herein, the number of ALS units assigned to Hospital on a primary basis shall be based upon the number of base hospital contacts handled by each base hospital within a geographic area; the receiving hospital for the majority of patients handled by the ALS Units being assigned; whether a Base Hospital within the geographic area can reasonably accept an/any additional unit/s; whether the ALS Unit being assigned is primarily a 9-1-1 response unit or private interfacility transport unit; and the provider agency's desire to affiliate with a particular base hospital. Subject to Paragraph 6, DUE PROCESS, herein below, nothing herein, however, shall be deemed to restrict Director and County's Board of Supervisors in the exercise of their authority under applicable laws and regulations to designate additional base hospitals for the geographic area served by Hospital

hereunder.

J. Continuing Education (CE) Provider Program:

1) Hospital shall establish and maintain an EMS continuing education provider program in accordance with policies established in the Prehospital Care Policy Manual and CE Manual by Director. County requirements for such programs shall be a minimum of twelve (12) hours of education per year, of which a minimum of six (6) hours per year are field care audits. A base hospital may require additional field care audits to maintain MICN sponsorship.

2) Hospital shall facilitate scheduling structured field observation for MICN certification.

3) In addition, Hospital shall provide special and mandatory training programs deemed necessary in writing by Director. A minimum of three (3) mandatory classes shall be offered.

4) Hospital shall provide supervised clinical experience for paramedic interns in accordance with State and Agency policies and procedures, upon request of a Los Angeles County approved training school that has a signed Clinical Agreement with Hospital.

5) Hospital shall coordinate a prehospital orientation program for new base hospital physician and nursing staff to the prehospital program.

6) Hospital shall facilitate the education of new MICNs by providing instructor(s) to lecture, perform radio simulations, or assist as needed at any County-sponsored MICN Development Course to which Hospital sends MICN candidates.

7) To the extent Hospital is required to provide mandatory formal education programs over and above those set forth in subparagraphs (1) and (2) immediately above, Hospital may seek reimbursement, contributions, or other payment to defray its costs from municipalities, paramedic provider agencies, or receiving hospitals. However, nothing herein shall be deemed to require any such reimbursement, contribution, or payment.

K. Hospital Minutes/Attendance Rosters: Hospital shall routinely record minutes of all base hospital meetings, and maintain attendance records of all such meetings, and continuing education classes. Hospital shall forward copies of base hospital meeting minutes to the

Agency's Prehospital Care Program Office on a regular basis, but no less than quarterly. Hospital shall forward the following to Agency:

1) Copies of base hospital meeting minutes to the Prehospital Care Program Office.

2) Monthly continuing education schedules to the Office of Program Approvals prior to scheduled date of course.

3) Yearly summaries of EMS CE classes including the date, course title, instructor or non-instructor based, and number of EMS continuing education hours to the Office of Program Approvals by January 31 of the following year.

4) Course rosters for Los Angeles County mandated training programs to the Office of Prehospital Certification no later than fifteen (15) calendar days after the class concludes, but not to exceed established deadline of course.

L. Base Hospital Medical Director: Hospital shall designate an emergency physician to direct and coordinate the medical aspects of field care and related activities of medical and emergency medical services personnel assigned

to Hospital (including without limitation, the quality improvement program for the services provided herewithin), and to ensure compliance with policies, procedures, and protocols established by the Agency. This physician, who shall have the title of "Base Hospital Medical Director", shall:

1) Be board certified in emergency medicine:

2) Be engaged at Hospital in the field of emergency medicine as a full-time emergency physician, as defined by spending an average of at least ninety-six (96) hours per month in the practice of emergency medicine, and have experience and knowledge of base hospital radio operations and local EMS Agency policies and procedures. The number of prescribed hours may include administrative and or educational hours spent in meeting Base Hospital Medical Director responsibilities.

3) Comply with the provisions set forth in the Prehospital Care Policy Manual.

4) Satisfactorily complete orientation to Hospital's prehospital care program.

5) Attend a mandatory EMS orientation course as provided for by the Agency within six (6) months of assuming base hospital medical director responsibilities.

6) Reimbursement for Medical Director: Nothing in this Agreement shall prohibit Hospital from seeking reimbursement, contributions, or other payment from municipalities, paramedic provider agencies, or receiving hospitals to defray Hospital's costs associated with providing ALS services, including the base hospital medical director's salary. However, nothing in this Agreement shall be deemed to require any such reimbursement, contribution, or other payment.

M. Base Hospital Physicians: Hospital shall have at least one (1) full-time emergency department physician on duty at all times. Such emergency department physician shall be responsible for prehospital management of patient care and patient destination. If a paramedic run is not handled directly by the base hospital physician, such physician shall be immediately available for consultation by an MICN directing a paramedic run. All of Hospital's

emergency department physicians participating in Hospital's activities as a base hospital shall:

1) Satisfactorily complete Hospital's base hospital orientation program. Such a program shall include: base hospital protocols, base hospital treatment guidelines, base hospital radio operations, and prehospital medicine approved by the Medical Director of Agency, within thirty (30) days of assuming base physician responsibilities.

2) Be board certified in emergency medicine or have satisfied the requirements to take the emergency medical board examination, or have completed the Advanced Cardiac Life Support provider training program within a reasonable time, not to exceed ninety (90) calendar days from the date of assignment to Hospital.

3) Comply with policies and procedures of the local EMS Agency.

4) Be under the direction of the base hospital medical director.

N. MICNs: Hospital shall have at least one (1) MICN on duty at all times. MICNs shall:

1) Be currently certified as an MICN in Los Angeles County.

2) Be currently certified as an Advanced Cardiac Life Support provider or instructor.

3) Comply with policies and procedures of the local EMS Agency.

4) Be under the direction of the base hospital physician on duty.

5) Be employed by one of the following agencies approved to employ and utilize MICNs in Los Angeles County:

a) Base Hospital

b) EMS Agency

c) Paramedic training program

d) Paramedic provider agency

O. Prehospital Care Coordinator ("PCC"): Hospital shall designate an MICN with experience and knowledge of base hospital radio operations and local EMS Agency policies and regulations to serve as the Hospital's PCC and as a liaison to the local EMS Agency, paramedic provider agencies, and the local receiving facilities. Under the direction of, and in conjunction with the Hospital's base

hospital medical director, the PCC shall assist in directing and coordinating the medical aspects of field care and related activities of medical and emergency medical services personnel assigned to Hospital and shall ensure compliance with policies, procedures, and protocols established by the Agency. The PCC shall:

1) Be currently certified as an MICN in Los Angeles County.

2) Have experience in, and knowledge of, base hospital radio operations and Agency policies, procedures, and protocols.

3) Be sufficiently available during normal County business hours to meet the responsibilities set forth in this subparagraph.

4) Comply with the provisions set forth in the Prehospital Care Policy Manual.

5) Attend a mandatory EMS orientation course as provided for by the Agency within six (6) months of assuming base hospital PCC responsibilities.

6) Nothing in this Agreement shall prohibit Hospital from seeking reimbursement, contributions, or other payment from municipalities, paramedic provider

agencies, or receiving hospitals to defray Hospital's costs associated with providing ALS services, including the PCC's salary. Nothing, however, in this Agreement shall be deemed to require any such reimbursement, contributions, or other payments.

P. Agency Notification of Hiring/Termination of MICNs: Hospital shall notify the Agency's Office of Prehospital Certification within fifteen (15) working days of the hiring or termination of any MICN as well as failure of the MICN to meet established guidelines set by the Agency in maintaining current certification.

Failure of an MICN to meet current certification requirements established by the Agency and Agency mandated courses shall result in immediate suspension of their MICN certification.

Q. Quality Improvement (QI): Hospital shall have a current prehospital care QI plan approved by the Agency and ensure participation in the Agency's systemwide QI program by designating a representative for the meetings.

Hospital shall have a process developed, with input from the base hospital medical director, base hospital physician, the PCC, MICNs, paramedics, and Hospital

administration to:

1) Identify important aspects of prehospital care issues.

2) Identify indicators for those important aspects.

3) Evaluate the prehospital care and service, including trends, to identify opportunities for improvement.

4) Take action to improve care and service, or to solve problems, and evaluate the effectiveness of those actions.

Hospital shall also participate in the local EMS Agency’s Quality Improvement Plan, with records provided by Hospital in accordance with the terms of this Agreement.

R. Paramedic Communications System (PCS):

1) Provide the specific PCS base hospital communications equipment listed in "Exhibit B", attached hereto and incorporated herein by reference, meeting the operational requirements and standards as determined by the County through the Director of the ISD. Any changes in required communications equipment shall be mutually agreed upon between the parties.

These changes shall be made in consultation with the Agency's PCS manager.

2) Acquire and maintain in effect throughout the term of this Agreement FCC licenses for such communications equipment in accordance with California Public Safety Radio Association ("CPSRA") procedures.

3) Operate, maintain, and repair Hospital-owned PCS equipment in accordance with standards promulgated hereunder.

4) Obtain leased lines to current or new remote control stations or to a closer termination point on new or current stations or lines jointly determined by Hospital, Director, and ISD, if Hospital is afforded capability of remote control radio stations located at a County site or other remotely located site. If the remote radio stations are located at a non-County site and are owned by Hospital, then Hospital shall also pay for all costs associated with the maintenance and repair of such stations, and for all costs of the A.C. power required for operating the equipment.

5) Comply with the operating and maintenance standards for communications equipment as set forth in

"Exhibit C", attached hereto and incorporated herein by reference. Hospital further agrees to operate its PCS equipment in accordance with the transmitter power output and antenna specifications as shown in "Exhibit B".

6) Comply with channel assignments made by Agency for communication with paramedics.

7) Provide training of Hospital personnel assigned to Hospital's PCS operation on the use of communications equipment listed in "Exhibit B".

8) Comply with Paramedic System Trouble Control Procedures established by the EMS Agency PCS manager listed in "Exhibit D".

9) Have the capability of emergency maintenance and repair of PCS equipment, as well as periodic preventive maintenance, either by its own personnel or through a communications service company which has a service contract with Hospital and which has a demonstrated capability of providing the required services.

10) Nothing in this Agreement shall prohibit Hospital from seeking reimbursement, contributions, or

other payment from municipalities, paramedic provider agencies, or receiving hospitals to defray Hospital's costs associated with providing ALS services. However, nothing in this Agreement shall be deemed to require any such reimbursement, contributions, or payment.

S. Quality Improvement Program: Hospital agrees to participate in the local EMS Agency's Quality Improvement Program.

6. DUE PROCESS:

A. Notice of Proposed Adverse Action: In all cases in which DHS has the authority to, and pursuant to this authority, has taken any of the actions constituting grounds for hearing as set forth in Paragraph 6.B. herein below, Hospital shall promptly be given written notice of the specific charges and factual basis upon which the DHS action is based. With the exception of summary suspensions, summary suspensions with intent to terminate Agreement, or interim system re-configuration, Hospital shall be afforded its due process right to a hearing before implementation of any of the actions which constitute grounds for a hearing. Hospital shall have thirty (30)

calendar days following the receipt of such notice within which to file with Director a written request for hearing before the EMSC.

B. Grounds for Hearing: Any one or more of the following actions constitute grounds for a hearing:

REMEDIAL HEARING:

1) Summary Suspension

2) Summary Suspension with intent to terminate

3) Suspension

4) Suspension with intent to terminate

5) Termination for cause

OTHER:

6) Substantial operational changes in the ALS program (interim system re-configuration and system re-configuration).

7) Restructuring, including deletions, additions, or substitution of base hospitals in the system.

8) Agency requests to modify existing forms, logs, and documentation or Agency's request for additional data as specified in subparagraph 5.C.1)d) hereinabove.

C. Summary Suspension or Summary Suspension with Intent to Terminate: In the case of summary suspensions or summary suspensions with intent to terminate, Hospital, at its election, shall have the right to request Director in writing to reconsider the summary suspension action. Director shall act on this request for reconsideration within ten (10) calendar days after the receipt of the reconsideration request. Hospital shall be given an opportunity to meet with Director. The meeting shall not be a full hearing but is intended to identify the alleged basis for the summary action.

D. Within ten (10) calendar days following the meeting with Director, Director shall issue to Hospital a written recommendation regarding the summary suspension. This recommendation may be that the suspension be continued for a particular time or upon particular conditions, that the summary suspension be terminated, that Hospital's contract be terminated, that other conditions be imposed on Hospital, or such other action as may seem warranted. If Director recommends any action other than immediate return of Hospital to full base hospital status, Hospital may request a hearing on the summary suspension before the

EMSC, as provided in this Paragraph. Such request shall be in writing and addressed to Director. Any such request shall be delivered within five (5) calendar days of Director's delivery to Hospital of their written decisions.

E. Time and Place of Hearing: Director shall, within fifteen (15) calendar days of receipt of a Hospital request for hearing as set forth above, apply to the EMSC for such hearing. Director shall give notice to Hospital of the time, place, and date of the hearing in accordance with EMSC rules and procedures. The date of commencement of the hearing shall be not less than thirty (30) calendar days, nor more than ninety (90) calendar days from the receipt of the request for hearing, subject to the convenience and approval, however, of the EMSC. However, if the request is received from Hospital when under a summary suspension then in effect, Director shall attempt to arrange a hearing before the EMSC as soon as possible. In situations involving a summary suspension, Director shall use his/her best efforts to schedule a hearing within forty-five (45) calendar days of receipt of a request for hearing.

F. Notice of Charges: As part of, or together with the notice of hearing, Director shall state in writing, in concise language, the acts or omissions with which Hospital is charged or reasons for substantial operational change or restructuring. If either party, by written notice, requests a list of individuals who will appear on behalf of the other, then each party within ten (10) calendar days of such request shall furnish to the other a list, in writing, of the names and addresses of the individuals, so far as is then reasonably known, who will give testimony or evidence in support of that party at the hearing.

G. Hearing Procedure: At the hearing, subject to the rules of the EMSC, both sides shall have the following rights: to call and examine witnesses, to introduce exhibits, and to rebut any evidence. The EMSC may question witnesses.

H. Memorandum of Points and Authorities: Subject to the rules of EMSC, each party shall have the right to submit to the EMSC a memorandum of points and authorities.

I. Basis of Decision: Subject to the rules of the EMSC, the EMSC decision on a hearing under this Agreement shall be based upon the evidence produced at the hearing.

The evidence may consist of the following:

1) Oral testimony of the parties' representatives;

2) Documentary evidence introduced at the hearing;

3) Briefs or memoranda of points and authorities presented in connection with the hearing;

4) Policies and procedures of the Department; and

5) All officially noticed matters.

J. Record of Hearing: The parties understand that the EMSC maintains a record of hearings by one or more of the following methods: a shorthand reporter, an audio or disc recording, or by its clerk's minutes of the proceedings. If a shorthand reporter is specifically requested in writing by Hospital or by Director, the costs of same shall be borne by such party. The parties understand that the EMSC may, but shall not be required to, order that oral evidence shall be taken only by oath or affirmation administered by any person designated by such body and entitled to notarize documents in the State of California.

K. Decision of the EMSC: The decision of the EMSC shall be effective and binding on the parties to the extent permitted and prescribed in County Code Section 3.20.070 B.

7. RESPONSIBILITY FOR INDIGENT PATIENTS: Nothing contained in this Agreement is intended nor shall it be construed to affect either party's existing rights, obligations, and responsibilities with respect to care required by or provided to indigent patients.

8. STATUS OF HOSPITAL: The parties hereto agree that Hospital, its officers, agents, and employees, including its professional and non-professional personnel, shall act in an independent capacity and not as officers, agents, or employees of County and shall not have the benefit of County employees. Except as may otherwise expressly be provided hereunder, Hospital shall employ all personnel (excluding physicians), assure physicians availability, provide supplies, equipment, equipment space, furniture, insurance, utilities, and telephones necessary for performance of Hospital's responsibilities as set forth in this Agreement. This Paragraph shall not preclude or limit Hospital from seeking reimbursement, contributions, tuition, or other payment from public or private paramedic provider agencies for services provided by Hospital. However,

this Paragraph shall not be interpreted to mean that any such reimbursement, contributions, or payment is required or mandated.

9. INDEMNIFICATION:

A. Hospital agrees to indemnify, defend, and hold harmless County, County Special Districts, and the elected or appointed officers, employees, and agents of County and its Special Districts from and against any and all liability, professional liability, and errors and omissions, and/or expense, including, but not limited to, defense costs and legal fees, arising from or connected with any claims for damages or Workers' Compensation benefits resulting from Hospital's operations or its services provided under this Agreement, including without limitation, bodily injury, death, personal injury, or property damage to any property, including physical damage to or loss of Hospital's property or any property in the care, custody, or control of Hospital.

B. County agrees to indemnify, defend, and hold harmless Hospital, and its agents and employees from and against any and all liability, errors and omissions, and/or expense, including, but not limited to, defense costs and

legal fees, arising from or connected with any claims for damages or Workers' Compensation benefits resulting from County's operations or its services provided under this Agreement, including without limitation, bodily injury, death, personal injury, or property damage to any property, including physical damage to or loss of County's property or any property in the care, custody, or control of County.

10. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE: Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.29 and 8.30 of this Agreement. These minimum insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other Contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

A. Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the

insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.

- Neither the County’s failure to obtain, nor the County’s receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6E
Los Angeles, CA 90012
Attention: Kathy K. Hanks, C.P.M.
Director, Contract Administration & Monitoring

And

County of Los Angeles
Department of Health Services
Centralized Contract Monitoring Division
5555 Ferguson Drive, Suite 210
Commerce, CA 90022

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

C. Cancellation of Insurance

Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall

receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

D. Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

E. Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute

to any Contractor coverage.

G. Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

I. Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

J. Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

K. Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

L. Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

M. Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

N. County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

11. INSURANCE COVERAGE

A. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with

limits of not less than:

General Aggregate:	$2 million
Products/Completed Operations Aggregate:	$1 million
Personal and Advertising Injury:	$1 million
Each Occurrence:	$1 million

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor’s use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

C. Workers Compensation and Employers’ Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers’ Liability coverage with limits of not less than $1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01

A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than $1 million per claim and $2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

12. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named.

County's Director of Health Services shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by the parties by giving at least ten (10) calendar days prior written notice thereof to the parties.

To County:

1) Department of Health Services
Emergency Medical Services Agency
10100 Pioneer Blvd., Suite 200
Santa Fe Springs, California 90670
Attention: Director

2) Department of Health Services
Contracts and Grants Division
313 N. Figueroa St., 6th Floor East
Los Angeles, California 90012
Attention: Director

3) Internal Services Department
1110 N. Eastern Ave.
Los Angeles, California 90063
Attention: Director

To Hospital:

1) Antelope Valley Hospital
1600 West Avenue J
Lancaster, California 93534
Attention: Chief Executive Officer

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its

/

/

/

Director of Health Services and Hospital have caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By: _____
John F. Schunhoff, Ph.D.
Interim Director

_____
Hospital

By: _____
Signature

_____
Printed Name

_____
Title

(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM BY
THE OFFICE OF COUNTY COUNSEL

By _____
Deputy

PARAMEDIC BASE HOSPITAL AGREEMENT

ADDITIONAL PROVISIONS

TABLE OF CONTENTS

PARAGRAPH		PAGE
1.	ADMINISTRATION AND MONITORING:	1
2.	CONTRACT COMPLIANCE:	2
3.	LICENSES:	3
4.	CONFIDENTIALITY:	3
5.	RECORDS AND AUDITS:	4
6.	COUNTY'S QUALITY ASSURANCE PLAN:	7
7.	HOSPITAL'S PERFORMANCE DURING CIVIL UNREST OR DISASTER:	7
8.	INDEPENDENT HOSPITAL STATUS:	8
9.	NONDISCRIMINATION IN SERVICES:	9
10.	NONDISCRIMINATION IN EMPLOYMENT:	9
11.	FAIR LABOR STANDARDS ACT:	9
12.	EMPLOYMENT ELIGIBILITY VERIFICATION:	9
13.	STAFF PERFORMANCE WHILE UNDER THE INFLUENCE:	10
14.	HOSPITAL'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT:	10
15.	CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE ("GAIN")PROGRAM OR GENERAL RELIEF OPPORTUNITY FOR WORK ("GROW")PARTICIPANTS FOR EMPLOYMENT:	11
16.	TERMINATION FOR IMPROPER CONSIDERATION:	12
17.	RESTRICTIONS ON LOBBYING:	13
18.	COUNTY LOBBYISTS:	13
19.	UNLAWFUL SOLICITATION:	14

PARAMEDIC BASE HOSPITAL AGREEMENT

ADDITIONAL PROVISIONS

TABLE OF CONTENTS

PARAGRAPH **PAGE**

20. CONFLICT OF INTEREST:.....14

21. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:.....15

22. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS:.....17

23. CONFLICT OF TERMS:.....17

24. MERGER PROVISION:.....17

25. HOSPITAL'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:.....18

26. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:.....19

27. HOSPITAL'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM:.....19

28. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT:.....20

29. HOSPITAL RESPONSIBILITY AND DEBARMENT:.....21

30. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:.....23

31. SEVERABILITY:.....24

32. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996:.....24

33. COMPLIANCE WITH APPLICABLE LAWS:.....26

34. COMPLIANCE WITH CIVIL RIGHTS LAWS:.....27

35. GOVERNING LAW, JURISDICTION, AND VENUE:.....27

36. SUBCONTRACTING:.....27

PARAMEDIC BASE HOSPITAL AGREEMENT

ADDITIONAL PROVISIONS

TABLE OF CONTENTS

PARAGRAPH **PAGE**

37. TERMINATION FOR MATERIAL BREACH AND/OR ANTICIPATORY BREACH:.....29

38. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT:.....33

39. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW:.....33

40. HOSPITAL'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW:.....34

41. RECYCLED BOND PAPER:.....34

42. HOSPITAL’S CHARITABLE ACTIVITIES COMPLIANCE.....35

43. CONTRACTOR’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM.....35

44. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM.....36

ATTACHMENTS

ATTACHMENT 1 - SAFELY SURRENDERED BABY LAW FACT SHEET (ENGLISH)

ATTACHMENT 2 - SAFELY SURRENDERED BABY LAW FACT SHEET (SPANISH)

PARAMEDIC BASE HOSPITAL AGREEMENT

ADDITIONAL PROVISIONS

1. ADMINISTRATION AND MONITORING:

A. Director or his authorized designee shall have the authority to administer this Agreement on behalf of County.

B. Hospital extends to Director the right to review and monitor Hospital's programs and procedures pertinent to this Agreement and to inspect its facilities and records for contractual compliance with State and local EMS Agency policies and regulations.

Inspections by County staff shall be conducted during County's normal business hours and only after giving Hospital at least three (3) working days prior written notice thereof. In computing the three working days, a Saturday, Sunday, or legal holiday shall not be included. Entry and exit conferences shall be held with Hospital's Administrator or their designee. Said notice need not be given where Director determines that the health and welfare of patients may be jeopardized by waiting the three day period. Nothing herein shall preclude County staff authorized by Director from making unannounced visits to determine compliance with

criteria contained in Exhibits "A" through "L", attached hereto and incorporated herein by reference.

2. CONTRACT COMPLIANCE: Should Hospital, as determined by Director, fail to comply with any provision set forth hereunder as a Hospital responsibility or obligation, Director may do any or all of the following in addition to other rights which Director or County may have hereunder or at law:

   A. Send Hospital a written warning itemizing the area(s) of concern and request or specify a plan for remedial action.

   B. Send Hospital a written itemized listing of the area(s) of concern and permit Hospital to voluntarily request temporary suspension of Hospital for a period of sixty (60) calendar days or less to allow for remedial action to be taken.

   C. Send Hospital a written itemized listing of the area(s) of concern and find Hospital out of compliance with this Agreement, or summarily suspend, or summarily suspend Agreement with intent to terminate Agreement. Summary suspension will not occur unless Director believes Hospital may be engaging in a continuing course of conduct which poses an imminent danger to

life or health of public receiving or requesting medical services from it. Any such action by County shall be subject to the review procedures for summary suspensions in "due process" procedures established in Paragraph 6 of the body of the Agreement.

3. LICENSES: Hospital shall obtain and maintain, during the term of this Agreement, all appropriate licenses, permits, certifications, accreditations, or other authorizations required by law for operation at its facility and for the provision of services hereunder. Hospital, in its operation, shall also comply with all applicable local, State, and federal statutes, ordinances, and regulations.

4. CONFIDENTIALITY: Hospital agrees to maintain the confidentiality of its records, including billings, in accordance with all applicable State, federal, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Hospital shall inform all of its officers, employees, and agents, and others providing services hereunder of said confidentiality provisions. County shall maintain the confidentiality of patient medical records made available hereunder in accordance with the customary standards and practices of governmental third party payers.

ADDITIONAL PROVISIONS

5. RECORDS AND AUDITS:

A. Records of Services Rendered: Hospital shall maintain books and records of services rendered to all patients including a discharge summary on each patient and record of services provided in sufficient detail to permit the evaluation of performance pursuant to the standards, also established in Paragraph 4, and in applicable performance requirements specifically set forth in other provisions of this Agreement. All patient records must comply with general acute care hospital licensure requirements and JC standards applicable to books and records of services rendered. Such books and records shall be retained by Hospital for a minimum period of seven (7) years following the discharge of a patient. Patient records for minors shall be retained either for seven (7) years following the discharge of the patient or until the minor's 19th birthday, whichever is later. During such seven (7) year period, all such records, as well as other records and reports maintained by Hospital pertaining to this Agreement, shall be retained by Hospital at a location in Los Angeles County, and shall be available during Hospital's normal business hours to duly authorized

representatives of Director upon request for review and copying.

In the event County staff desires to conduct any review of Hospital's records authorized under this Paragraph, Hospital shall be given written notice at least ten (10) days in advance of any such review. Said notice need not be given in cases where Director determines that the health and welfare of patients would be jeopardized by waiting ten (10) days.

Hospital's Director of Utilization Review and its Director of Medical Records shall be permitted to participate in the review and Hospital shall fully cooperate with County's representatives. Hospital shall allow County's representatives access to all medical records and reports, and other records pertaining to this Agreement, and shall allow photocopies to be made of these documents utilizing Hospital's photocopier, for which County shall reimburse Hospitals at County's customary rate for record copying services. Such inspection rights shall not extend to the proceedings or records of Hospital's organized committees or its medical staff, having as their responsibility the evaluation and improvement of

the quality of care rendered in the hospital, which are protected by Evidence Code, Section 1157. An exit conference shall be held following the performance of such review activities at which time the results of the review shall be discussed with Hospital representatives prior to the generation of any final written report or action by Director based on such audit or review. The exit conference shall be held on site prior to the departure of the reviewers and Hospital representatives shall be provided with an oral or written list of preliminary findings at the exit conference.

B. Federal Access to Records: If, and to the extent that, Section 1861 (v) (1) (I) of the Social Security Act [42 U.S.C. Section 1395x (v) (1) (I)] is applicable, Hospital agrees that for a period of four years following the furnishing of services to a patient by Hospital, Hospital shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or to the Comptroller General of the United States, or to any of their duly authorized representatives, the contract, books, documents, and records of Hospitals which are necessary to verify the nature and extent of the cost

of such services. Furthermore, if Hospital carries out any of the services provided hereunder through a subcontract with a value or cost of Ten Thousand Dollars ($10,000) or more over a twelve (12) - month period with a related organization (as that term is defined under federal law), Hospital agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

6. COUNTY'S QUALITY ASSURANCE PLAN: County or its Agents will evaluate Hospital's performance under this Agreement at least every three (3) years. Such evaluation will include assessing Hospital's compliance with all contract terms and performance standards. Hospital deficiencies which County determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Hospital. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

7. HOSPITAL'S PERFORMANCE DURING CIVIL UNREST OR DISASTER:

Hospital recognizes that health care facilities maintained by County provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Agreement, full performance by Hospital during any riot, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Hospital for which Director may suspend or County may immediately terminate this Agreement.

8. INDEPENDENT HOSPITAL STATUS: This Agreement is by and between the County of Los Angeles and Hospital and it is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Hospital.

Hospital understands and agrees that all Hospital employees furnishing services pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of Hospital and not of County.

Hospital shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits, if

applicable, to any person for injuries arising from, or connected with, services performed on behalf of Hospital pursuant to this Agreement.

9. NONDISCRIMINATION IN SERVICES: Hospital shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental disability, or medical condition, in accordance with applicable requirements of State and federal law.

10. NONDISCRIMINATION IN EMPLOYMENT: Hospital's employment practices and policies shall also meet all applicable State and federal nondiscrimination requirements.

11. FAIR LABOR STANDARDS ACT: Hospital shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers, and employees from and against any and all liability including, but not limited to wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Hospital's employees for which County may be found jointly or solely liable.

12. EMPLOYMENT ELIGIBILITY VERIFICATION: Hospital warrants that

it fully complies with all federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal statutes and regulations. Hospital shall retain such documentation for all covered employees for the period prescribed by law. Hospital shall indemnify, defend, and hold harmless, the County, its officers, and employees from employer sanctions and any other liability which may be assessed against Hospital or County in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

13. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE: Hospital shall use reasonable efforts to ensure that no employee or physician will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

14. HOSPITAL'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Hospital agrees to receive referrals from County's Department of Human Resources of qualified permanent employees who are targeted for layoff or qualified

former employees who have been laid off and are on a re-employment list during the life of this Agreement. Such referred permanent or former County employees shall be given consideration of employment as Hospital vacancies occur after the implementation and throughout the term of this Agreement; subject to the following: (i) Hospital's collective bargaining agreement(s); (ii) Hospital's personnel policies and procedures; (iii) Hospital's own employees targeted for layoffs or who have been laid off; and (iv) the most qualified applicant.

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement.

15. CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE ("GAIN") PROGRAM OR GENERAL RELIEF OPPORTUNITY FOR WORK ("GROW") PARTICIPANTS FOR EMPLOYMENT: Should Hospital require additional or replacement personnel after the effective date of this Agreement, Hospital shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence ("GAIN") or General Relief Opportunity for Work ("GROW") Programs, who meet Hospital's minimum qualification

for the open position. For this purpose, consideration shall mean that Hospital will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Hospital. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

16. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Hospital, immediately terminate the right of Hospital to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Hospital, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement or the making of any determination with respect to the Hospital's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Hospital as it could pursue in the event of default by the Hospital.

Hospital shall immediately report any attempt by a County officer, or employee, or agent to solicit such improper consideration. The report shall be made either to

the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

17. RESTRICTIONS ON LOBBYING: If any federal monies are to be used to pay for Hospital's services under this Agreement, Hospital shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31, United States Code, Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

18. COUNTY LOBBYISTS: Hospital and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Hospital, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Hospital or any County lobbyist or County lobbying firm retained by Hospital to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which

County may immediately terminate or suspend this Agreement.

19. UNLAWFUL SOLICITATION: Hospital shall inform all of its employees of the provision of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provision by its employees. Hospital agrees that if a patient requests assistance in obtaining the services of any attorney, it will refer the patient to the attorney referral service of those bar associations within Los Angeles County that have such a service.

20. CONFLICT OF INTEREST: No County officer or employee whose position in County enables him or her to influence the award or County administration of this Agreement or any competing agreement shall participate in the negotiation of this Agreement. No County employee with a spouse or economic dependent employed in any capacity by Hospital herein, shall participate in the negotiation of this Agreement, or have a direct or indirect financial interest in this Agreement.

No officer, subcontractor, agent, or employee of

Hospital who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

21. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

A. Assignment of Delegation to Subcontractor: Hospital shall not assign its rights or delegate its duties under this Agreement by subcontract, or both, whether in whole or in part, without the prior written consent of County where such assignment or delegation materially changes the operation of the paramedic base hospital in performing services under this Agreement. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim under this Agreement, absent such County consent, shall not be paid by County. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequences of any such County consent,

shall reduce dollar for dollar any claims which Hospital may have against County and shall be subject to set-off, recoupment, or other reduction for any claims which County may have against Hospital, whether under this Agreement or otherwise.

B. Shareholders or partners, or both, of Hospital may sell, exchange, assign, divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment, or other transfer is effected in such a way as to give majority control of Hospital to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written notice thereof by County's Board of Supervisors shall be required. Any payments by County to Hospital on any claim under this Agreement shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgment, determines that the transferee(s) is (are) lacking in experience, capability, or financial ability to perform all Agreement services and other work. This

in no way limits any County right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

22. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Hospital shall assure that the locations where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulation relating to the property. County's periodic monitoring visits to Hospital's facilities shall include a review of compliance with the provisions of this Paragraph.

23. CONFLICT OF TERMS: To the extent that any conflict exists between the language of the body of this Agreement and of the language of the exhibits attached hereto, the former shall govern and prevail.

24. MERGER PROVISION: The body of this Agreement, together with the exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of the terms of this Agreement, whether by written or verbal understanding of the parties, their

officers, agents, or employees, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally adopted and executed by the parties in the same manner as this Agreement.

25. HOSPITAL'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Hospital acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Hospital's duty under this Agreement to comply with all applicable provisions of law, Hospital warrants that it is now in compliance and shall during the terms of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code (Section 1088.55), and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department (CSSD) Notices

of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246 (b).

26. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of Hospital to maintain compliance with the requirements set forth in the HOSPITAL'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, shall constitute a default by Hospital under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such defaults within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this contract pursuant to the "Termination for Default" Paragraph of this Agreement (or "Term and Termination" Paragraph of this Agreement, whichever is applicable) and pursue debarment of Hospital, pursuant to County Code Chapter 2.202.

27. HOSPITAL'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Hospital hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or

in part, and that Hospital will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Hospital or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Hospital or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Hospital shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Hospital or its staff members from such participation in a federally funded health care program.

Failure by Hospital to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

28. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Hospital shall notify its employees that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in

accordance with the requirements set forth in Internal Revenue Service Notice 1015.

29. HOSPITAL RESPONSIBILITY AND DEBARMENT:

A. A responsible Hospital is a Hospital who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible Hospitals.

B. Hospital is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Hospital under this Agreement or other contracts, which indicates that Hospital is not responsible, County may or otherwise in addition to other remedies provided under this Agreement, debar Hospital from bidding on County contracts for a specified period of time not to exceed three (3) years, and terminate this Agreement and any or all existing contracts Hospital may have with County.

C. County may debar Hospital if the Board of Supervisors finds, in its discretion, that Hospital has done any of the following: (1) violated any terms of this Agreement

or other contract with County or a nonprofit corporation created by the County, (2) committed any act or omission which negatively reflects on Hospital's quality, fitness, or capacity to perform a contract with County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Hospital may be subject to debarment, Director will notify Hospital in writing of the evidence which is the basis for the proposed debarment and will advise Hospital of the scheduled date for a debarment hearing before County's Hospital Hearing Board.

E. The Hospital Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Hospital or Hospital's representative, or both, shall be given an opportunity to submit evidence at that hearing. After the hearing, the Hospital Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Hospital should be

debarred, and, if so, the appropriate length of time of the debarment. If Hospital fails to avail itself of the opportunity to submit evidence to the Hospital Hearing Board, Hospital shall be deemed to have waived all rights of appeal.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendations of the Hospital Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hospital Hearing Board.

G. These terms shall also apply to any subcontractors of Hospital, or principal owner of Hospital, as defined in Chapter 2.202 of the County Code.

30. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION: Hospital hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Hospital

certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contacts. Further, by executing this Agreement, Hospital certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Hospital shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Hospital to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

31. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

32. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND

ACCOUNTABILITY ACT OF 1996: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (HIPAA). Hospital understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Hospital understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Hospital's behalf. Hospital has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Hospital's obligations under HIPAA, but will

independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

HOSPITAL AND COUNTY UNDERSTAND AND AGREE THAT EACH IS INDEPENDENTLY RESPONSIBLE FOR HIPAA COMPLIANCE AND AGREE TO TAKE ALL NECESSARY AND REASONABLE ACTIONS TO COMPLY WITH THE REQUIREMENTS OF THE HIPAA LAW AND IMPLEMENTING REGULATIONS RELATED TO TRANSACTIONS AND CODE SET, PRIVACY, AND SECURITY. EACH PARTY FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY (INCLUDING THEIR OFFICERS, EMPLOYEES, AND AGENTS), FOR ITS FAILURE TO COMPLY WITH HIPAA.

33. COMPLIANCE WITH APPLICABLE LAWS: Hospital shall comply with all applicable federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

Hospital shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Hospital or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

34. COMPLIANCE WITH CIVIL RIGHTS LAWS: Hospital hereby assures that it will comply with all applicable provisions of the Civil Rights Act of 1964, 42 U.S.C. Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

35. GOVERNING LAW, JURISDICTION, AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Agreement agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

36. SUBCONTRACTING:

A. The overall provisions of base hospital services may not be subcontracted by the Hospital without the advance approval of the County. Any attempt by

Hospital to subcontract without prior consent of the County may be deemed a material breach of this Agreement.

B. If Hospital desires to subcontract, Hospital shall provide the following information promptly at the County's request:

(1) A description of the work to be performed by the subcontractor.

(2) A draft copy of the proposed subcontract; and

(3) Other pertinent information and/or certifications requested by the County.

C. Hospital shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Hospital employees.

D. Hospital shall remain fully responsible for all performances required of it under this Agreement, including those that Hospital has determined to subcontract, notwithstanding the County's approval of Hospital's proposed subcontract.

E. The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees,

providing services under this Agreement. Hospital is responsible to notify its subcontractor of this County right.

F. The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.

G. Hospital shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

H. Hospital shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Hospital shall ensure delivery of all such document to: County of Los Angeles, Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor East, Los Angeles, California 90012, before any subcontractor employee may perform any work hereunder.

37. TERMINATION FOR MATERIAL BREACH AND/OR ANTICIPATORY BREACH:

A. The County may, by written notice to Hospital,

terminate the whole or any part of this Agreement, if, in the judgment of County's Project Director:

(1) Hospital has materially breached this Agreement;

(2) Hospital expressly repudiates this Agreement by an unequivocal refusal to perform; or

(3) In the event the County intends to terminate this Agreement in accordance with Paragraph 37, it shall give thirty (30) days written notice to the Hospital that it is in material breach and/or anticipatory breach of this Agreement. In this notice of intended termination, the Director shall set forth the facts underlying its claim that the Hospital is in material breach and/or anticipatory breach. Remedy of the breach or convincing progress towards a cure within twenty (20) days (or such longer period as the County may authorize in writing) of receipt of said notice shall revive the Agreement in effect for the remaining term.

B. In the event that the County terminates this Agreement in whole or in part as provided in Sub-paragraph 37A above, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. Hospital

shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. Hospital shall continue the performance of this Agreement to the extent not terminated under the provisions of this sub-paragraph. The parties agree that this particular damage provision (i.e., that the Hospital shall be liable to the County for all excess costs incurred by the County) shall be limited to a time period of twelve months or the remaining period of this Agreement upon breach, whichever is less.

C. Except with respect to material breach of any subcontractor, Hospital shall not be liable for any such excess costs of the type identified in the subparagraph above if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of Hospital. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe

weather, but in every case, the failure to perform must be beyond the control and without the fault or negligence of Hospital. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Hospital and subcontractor, and without the fault or negligence of either of them, Hospital shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Hospital to meet the required performance schedule. As used in this Subparagraph 37C, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

D. If, after the County has given notice of material breach and/or anticipatory breach under the provisions of this Sub-paragraph 37C, it is determined by the County that Hospital was not in material breach and/or anticipatory breach under the provisions of this Sub-paragraph 37C, or that the material breach and/or anticipatory breach was excusable under the provisions of Sub-paragraph 37C, the rights and obligations of the parties shall be the same as if the notice of

termination had been issued pursuant to Sub-paragraph 37A.

E. The rights and remedies of the County provided in this Sub-paragraph 37 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

38. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION / TERMINATION OF AGREEMENT: Hospital shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Hospital after the expiration or other termination of this Agreement. Should Hospital receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Hospital. This provision shall survive the expiration or other termination of this Agreement.

39. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Hospital shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los

Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in English as Attachment "1" and in Spanish as Attachment "2" of the Additional Provisions Exhibit of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

40. HOSPITAL'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Hospital acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Hospital understands that it is the County's policy to encourage all County Hospitals to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Hospital's place of business. The Hospital will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Hospital with the poster to be used.

41. RECYCLED BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Hospital agrees to use recycled-content paper to the maximum extent possible in connection with services to be performed by Hospital under

this Agreement.

42. HOSPITAL'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Attached hereto as Exhibit L, is the required form, "CHARITABLE CONTRIBUTIONS CERTIFICATION", to be completed by the Contractor and the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

43. CONTRACTOR’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County

and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles Code Chapter 2.206.

44. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.17 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

COMMUNICATIONS MANAGEMENT COMMITTEE (Ad Hoc)

1. PURPOSE: The Communications Management Committee ("CMC") is organized to provide technical and administrative assistance in the design, maintenance, and operation of the PCS to the PCS Manager.

2. ORGANIZATION: The CMC shall be composed of the following representatives or their designees:

A. PCS Manager, appointed by the Director of the Department of Health Services;

B. Chief Deputy Director, Internal Services Department;

C. Executive Director, Hospital Association of Southern California;

D. Consultant, nominated by the EMSC;

E. Representative, nominated by the Los Angeles County Ambulance Association;

F. Representative, nominated by the Los Angeles County Chapter of the Southern California Fire Chiefs Association.

G. Representative, nominated by the Base Hospital Advisory Committee.

Failure of the listed non-County agencies to appoint representatives to the CMC shall not invalidate the

formation of the CMC. Alternative arrangements which fulfill the purposes of this committee may also be utilized with the approval of the local EMS Agency.

3. RESPONSIBILITIES:

A. Assess current operations of PCS;

B. Identify current and on-going problems;

C. Develop solutions and schedules for resolving problems;

D. Report status to participants of PCS on a regular basis; and

E. Bring major problems to the attention of the directors of the local EMS Agency and the Internal Services Department.

4. MEETINGS: The CMC shall meet on an "as needed" basis as determined by the PCS Manager.

BASE HOSPITAL COMMUNICATIONS EQUIPMENT

The following list describes the minimum equipment requirements involved in the Hospital's portion of the Emergency Medical Services Communications System (EMSCS).

1. MED 1-8 RADIO STATIONS

A. Radio Equipment

(1) 2 each - Transceiver, 4-channel, transmitter output adjustable between 20-45 watts, with CTCSS and "AND" squelch

(2) 2 - Duplexer

(3) 2 each - Antenna, Omni-directional, vertically polarized, typically 5.0 dB gain

(4) 2 each - Hardware Kit, Antenna Mounting

(5) 2 each - Coaxial cable, (5/8 hardline type) low-loss at UHF, including connectors, etc. (maximum length - approx. 100 ft.)

B. Radio Transmitter Power - Power output of each MED 1-8 transmitter shall be adjusted for 20 watts to appear at the base of the antenna.

Base hospital agrees to upgrade EMSCS equipment as described in Radio Specifications 1927 and 1928 as revised by County of Los

Angeles Internal Services, to meet the State Emergency Medical Services Authority EMSA. Future FCC mandates to operate on Digital Modes and Narrow Band Frequency standards, when adopted by public safety Radio Communications organizations, such as APCO, must be kept in mind if replacing the State Emergency Medical Services Authority's EMSA Narrow Band Frequency Standard when adopted.

2. MED 9 RADIO STATION

A. Radio Equipment

(1) 1 each - Transceiver, Single-Channel, transmitter output adjustable between 20-45 watts, with CTCSS and "AND" squelch.

(2) 1 each - Duplexer

(3) 1 each - Coaxial cables (5/8 hardline type) low-loss at UHF, including connectors, etc. (maximum length - approx. 100 ft.)

(4) 1 each Antenna, Omni-directional, vertically polarized, typically 5.0 dB gain.

(5) 1 lot Hardware Kit, Antenna Mounting.

B. Radio Transmitter Power

Power output of the MED 9 transmitter shall be

adjusted for 20 watts to appear at base of antenna.

Base hospital agrees to upgrade Paramedic Communication System (PCS) equipment as described in Radio Specifications 1927 and 1928 to meet the State Emergency Medical Services Authority's EMSA Narrow Band Frequency Standard when adopted.

COMMUNICATIONS EQUIPMENT MAINTENANCE STANDARDS

I. Radio station room, antenna structure and control lines

A. Radio Station Room

(1) Radio equipment shelter (with sufficient space to install three (3) radio stations). Not required if the Hospital has suitable existing facility to house radio station equipment on roof or top floor of Hospital's tallest building.

(2) One (1) each Power Distribution Panel (wired to hospital's emergency A.C. power as well as commercial power)

(3) Five (5) each A.C. Power Outlets near radio stations and connected to Item No. 2 above

One (1) lot - Hardware Kit, Antenna Mounting

B. Antenna Structure

(1) One (1) each Tower, antenna, up to sixty (60) ft. or other structure suitable for antenna mounting (installed near radio station room)

C. Radio Control Lines

At least four (4) sets of 4 wire circuits (one (1) set per transceiver and one (1) spare set must be installed by

hospital from terminal block(s) in the radio station room termination points close to the control consoles.

D. Control Consoles and Paramedic Telephones

(1) Location in the Emergency Department

(2) Console Equipment

a. One (1) each - Hospital Coordination Console (HCC) per Specification No. 1928, or other suitable tone/remote control console with DTMF decoder

A. Two (2) each - Medical Communications Console per Revised. Specification No. 1927

Above item can be a single equipment instead of two (2), if provision is made for control of both MED 1-8 transceivers from the single console. Provision must also be made for connection of both paramedic emergency telephones to the single console. The Console must provide means to log all traffic via radio channels and telephone calls to the console. The recording medium must be of archival quality. It is recommended that, unless space considerations for the consoles are the Hospital's primary concern, two MCTC's be installed.

E. Power Outlets

At least eight (8) A.C. power outlets shall be provided. Outlets must be connected to Hospital's

emergency power system as well as commercial power.

F. Paramedic Emergency Telephones

Two (2) telephones with telephone lines shall be dedicated for paramedic/hospital communications.

G. Maintenance and Trouble Call Reporting

(1) Purpose: To provide preventive and ongoing maintenance and/or repair for PCS Equipment.

(2) Responsibilities of Hospital:

a. Provide the local EMS Agency with evidence of twenty-four (24) hours per day, seven (7) days per week maintenance and repair service for radio and system equipment.

b. Report problems to the Internal Services Department.

c. Perform or cause to be performed the following preventive maintenance:

(1) Quarterly:

Systems check to include:

a. console functions and operation;

b. transmit and receive test of all frequencies.

c. Clean and service base hospital recording system.

(2) Annually:

a. FCC frequency and deviation test for all radios;

b. Visual inspection of the antenna structures;

c. Solicit report from assigned field provider units about any chronic communication problems to include but not be limited to field equipment, dead space, radio failure and co-channel interference, and submit a written report to the local EMS Agency about such problems.

PARAMEDIC SYSTEM TROUBLE CONTROL PROCEDURES

1. The Paramedic System

A. The paramedic system, as it exists now, consists of the following items requiring Internal Services Department (ISD) maintenance.

LAC+USC Medical Center, Harbor-UCLA Medical Center: each of the two (2) County hospitals has three (3) base stations, MED 1-4, MED 5-8, MED 9, two (2) hot line telephones for incoming paramedic calls; one (1) H.E.A.R. radio, sometimes used by paramedics.

B. The non-County hospital or its consultant is responsible for maintenance of leased lines between the hospital and the base station location or the entry to the County microwave system unless noted. ISD involvement on leased lines is to provide access to County sites and work with the TELCO concerned as necessary to resolve the problem. When the Service Provider/Consultant determines that the fault is at the County site or equipment past their control, the fault will be reported to the Dispatcher (See Exhibit D.1).

2. Maintenance Control: Maintenance control revolves on the County ISD Dispatcher, who will act as the single point of

contact between the entity requesting repair or maintenance and the maintenance personnel. After normal business hours, the Dispatcher may be reached at Emergency After Hours (213) 974-1234 or Dispatch (562) 401-9349. Maintenance itself will be accomplished by personnel of the Microwave Maintenance Division, Radio Field Services, Antelope Valley Shop, and may require the involvement of third party Maintenance Service or other disciplines within ISD. Maintenance personnel may call the person requesting the repair for clarification of information provided by the Dispatcher, or if joint effort is required, to arrange for the parties to meet or communicate.

A. Routine Procedures - County Hospitals: The following procedures are guidelines to be used for controlling and resolving trouble reports:

(1) The Dispatcher will be notified of a problem by either hospital personnel or maintenance shop personnel.

(2) The Dispatcher requires the following information:

(a) description of the problem;

(b) classification of the problem: e.g., phone

line, microwave circuit, console, logging recorder or radio;

(c) caller's name;

(d) caller's telephone number;

(e) the address and room number where the problem exists; and

(f) if the problem was reported outside normal working hours, or late in the business day, ask whether or not work may be delayed until the next normal business day. (Normal County maintenance working days are from 7:30 A.M. to 4:00 P.M., Monday through Friday.)

(3) The Dispatcher will assign a number to the trouble call.

(4) The Dispatcher will log the call and prepare a trouble ticket by entering the trouble number and will time stamp the trouble ticket.

(5) The Dispatcher will notify the appropriate maintenance personnel immediately, providing the trouble number and available details. When it cannot

be determined which shop may be responsible for non-County hospital problems, the Field Services shop will be notified. During regular working hours, trouble calls will be provided to the maintenance shop concerned. When the shop is closed or after normal working hours, appropriate maintenance personnel will be called at their homes, unless it has been determined by the calling party that work may be held in abeyance until the next regular business day.

(6) The Dispatcher will log the time and to whom the call was given on the daily log.

(7) The Dispatcher will time stamp the trouble ticket and write the name of the person who took the call in the maintenance shop.

(8) When repair has been completed, the technician will contact the person who reported the problem and ask them to test the system. If that person informs the technician that the problem has been cleared, the technician will notify the Dispatcher of that fact.

(9) When the Dispatcher is notified that the trouble has been resolved, the dispatcher will so note on the

log along with who reported the trouble resolved.

(10) The Dispatcher will then time stamp the trouble ticket.

(11) The Dispatcher will call the person reporting the trouble to confirm that the trouble has been cleared.

(12) If maintenance has determined that the problem at a County hospital is a leased line problem, this shall be reported to the Dispatcher with circuit information. The Dispatcher will take action with the appropriate TELCO.

(13) When TELCO reports the problem has been cleared, the Dispatcher will so notify the person making the trouble report.

Non-County Hospitals

The following procedures are guidelines to be used for controlling and resolving trouble reports:

(1) The Dispatcher will be notified of a problem by either a consultant or if at a hospital, hospital personnel or maintenance shop personnel, as designated by their agreement with the consultant.

(2) The ISD Dispatcher requires the following information:

(a) description of the problem;

(b) classification of the problem: e.g., definitely a remote County site problem, no radio control, noisy receiver;

(c) caller's name;

(d) caller's telephone number;

(e) the address and room number where the problem exists; and

(f) if the problem was reported outside normal working hours, or if late in the business day, ask whether or not work may be delayed until the next normal business day.

(3) The Dispatcher will assign a number to the trouble call.

(4) The Dispatcher will log the call and prepare a trouble ticket by entering the trouble number and will time stamp the trouble ticket.

(5) The Dispatcher will notify the appropriate maintenance personnel immediately, providing the trouble number and available details. When it cannot be determined which shop may be responsible for non-County hospital problems, the

Field Services shop will be notified. During regular working hours, trouble calls will be provided to the maintenance shop concerned. When the shop is closed or after normal working hours, appropriate maintenance personnel will be called at their homes, unless it has been determined by the calling party that work may be held in abeyance until the next regular business day. In such case, the call will be made to the shop at 7:30 A.M. on the next business day.

(6) The Dispatcher will log the time and to whom the call was given, on the daily log.

(7) The Dispatcher will time stamp the trouble ticket and write the name of the person who took the call in the maintenance shop.

(8) When repair has been completed, the technician will contact the person who reported the problem and ask them to test the system. If that person informs the technician that the problem has been cleared, the technician will notify the Dispatcher of that fact.

(9) When the Dispatcher is notified that the trouble has been resolved, the Dispatcher will so note on the log along

with who reported the trouble resolved.

(10) The Dispatcher will then time stamp the trouble ticket.

(11) The Dispatcher will call the person reporting the trouble to confirm that the trouble has been cleared.

(12) If maintenance has determined that the problem is a leased line problem, this shall be reported to the Dispatcher (with circuit information). The Dispatcher will so inform the person reporting the problem and request that the person report back.

(13) If the private agency calls back indicating that the trouble was a leased line problem, and that it has been cleared, the Dispatcher will note that on the trouble ticket, time stamp it and close it.

(14) If the private agency calls back indicating that the trouble is not a leased line problem, the Dispatcher will reopen the trouble ticket and reinitiate the maintenance procedure. See Paragraph 2 above.

Escalation Procedure

C. Dispatch Actions: In the event that the trouble has not been cleared up by 3:00 P.M., on normal business days,

the Dispatcher shall do the following:

(1) Call the appropriate maintenance shop for a follow-up report on the trouble.

(2) If the trouble will be carried over to the next business day, note that fact, the time and the name of the supervisor authorizing the carry over on the trouble ticket. These tickets will be placed in the carry-over slot.

(3) If work will continue until resolution of the problem, note the name of the technician assigned on the trouble ticket. These tickets will be passed on to each succeeding shift until closed out.

(4) If work in progress has not been resolved by 7:30 A.M. the next working day, the appropriate maintenance shop will be called requesting new completion times on these trouble calls.

(5) After logging the time, name of shop contact and status of actions taken, call the person reporting the trouble and provide a status report.

D. Escalation:

(1) After 24 hours have elapsed with no report of

problem resolution, the Dispatcher will call the section head of the maintenance shop involved and report that fact. This information, the section head's response and the time will be logged and entered on the trouble ticket. The person reporting the problem will be called and apprised of the status of work on their problem.

(2) After 48 hours have elapsed with no report of problem resolution, the Dispatcher will call the maintenance Division Chief concerned, requesting problem resolution. The person reporting the trouble and the Department of Health Services, EMS Division, will be called and given the status of actions taken, including the fact that the problem has escalated to the Division Chief. The DHS representative will be given the name and telephone number of the Division Chief.

(3) After 72 hours have elapsed with report of problem resolution, the Dispatcher will call the Branch Manager notifying them of the problem and the fact that 72 hours have elapsed since the problem was

first reported. This information will be logged by the Dispatcher. The person reporting the problem and the Department of Health Services, EMS Division, will be called and given the status if action taken, including the fact that the problem has been escalated to the Branch Manager. When the Division Chief or Branch Manager provides the Dispatcher with the status of the delayed repair action, the Dispatcher will note the status, who called, and the time in the log and will inform the person reporting the problem and DHS of the status of actions.

ISD TELEPHONE NUMBERS FOR MAINTENANCE SUPPORT

ISD DISPATCH (213) 974-1234 Emergency After Hours Call

(562) 401-9349

REFERENCE NUMBERS:

Radio Systems Division Manager	(323)267-2751
Command and Control Shop	(323)267-3404
Field Service Shop	(323)267-2765
Antelope Valley Shop	(661)940-6762

REMOTE BASE STATION RADIO SITES

	REMOTE POINT	ASSIGNMENT	FROM	BASE HOSPITAL	SOURCE	SUBSCRIBER	ACTIVE
1	POINT VICENTE	MED 1-4	SAN PEDRO & PENINSULA	TORRANCE MEMORIAL MEDICAL CENTER	LEASED LINE	LEASED LINE TORRANCE MEMORIAL MEDICAL CENTER	YES
2	RIO HONDO MICROWAVE	MED 1-4	SAN DIMAS SHERIFF	POMONA VALLEY HOSPITAL MEDICAL CENTER	LACO MICROWAVE	LEASED LINE POMONA VALLEY HOSPITAL MEDICAL CENTER	YES
		MED 5-8	SAN DIMAS SHERIFF	POMONA VALLEY HOSPITAL MEDICAL CENTER	LACO MICROWAVE	LEASED LINE POMONA VALLEY HOSPITAL MEDICAL CENTER	YES
		MED 9	SAN DIMAS SHERIFF	POMONA VALLEY HOSPITAL MEDICAL CENTER	LACO MICROWAVE	LEASED LINE POMONA VALLEY HOSPITAL MEDICAL CENTER	
3	THE COUNTRY	MED 5-8	POINT	POMONA VALLEY HOSPITAL MEDICAL CENTER	LEASED LINE	LEASED LINE	YES
4	WALKER DRIVE	MED 1-4	POINT	UCLA MEDICAL CENTER	LEASED LINE	LEASED LINE	NO
		MED 5-8	POINT	UCLA MEDICAL CENTER	LEASED LINE	LEASED LINE	NO
		MED 9	POINT	UCLA MEDICAL CENTER	LEASED LINE	LEASED LINE	NO
5	HAUSER PEAK	MED 9 #970 MED 7a		HENRY MAYO NEWHALL			
6	OAT MOUNTAIN	MED 4a MED 5A		HENRY MAYO NEWHALL			

	REMOTE POINT	ASSIGNMENT	FROM	TO	SOURCE	SUBSCRIBER	ACTIVE
7	BALD MOUNTAIN	MED 4A #810		HENRY MAYO NEWHALL			
8	VERDUGO HILLS HOSPITAL	MED2A #92		HUNTINGTON MEMORIAL			
9	PASADENA CITY COLLEGE	MED 9v, MED 5v		HUNTINGTON MEMORIAL			
10	BEACH CITIES, HARBOR MASTER	MED 9 #860 MED-1Dv		LITTLE COMPANY OF MARY			
11	BLACKJACK MOUNTAIN	MED 6D #160		LITTLE COMPANY OF MARY			
12	LITTLE COMPANY OF MARY - SAN PEDRO	MED 9#190 MED 4E MED 8E		LITTLE COMPANY OF MARY			
13	SAN PEDRO HILL	MED 9#960 MED 8E		LITTLE COMPANY OF MARY			
14	VAN NUYS COURT	MED 8A		NORTHRIDGE HOSPITAL MEDICAL CENTER			
15	DIAMOND BAR	MED5A #250 OR #680		POMONA VALLEY HOSPITAL MEDICAL CENTER			
16	JOHNSTONE	MED 5A #250		POMONA VALLEY HOSPITAL MEDICAL CENTER			
17	LONG BEACH COMMUNITY HOSPITAL	MED 7Ev		ST MARY MEDICAL CENTER			
18	LAKEWOOD REGIONAL	MED 7Ev		ST MARY MEDICAL CENTER			
19	SIGNAL HILL	MED 7Ev		ST MARY MEDICAL CENTER			
20	QUEEN OF ANGELS/HOLLYPRES	MED 9 #750 MED 7C #750		LAC+USC MEDICAL CENTER			

EXHIBIT E-1

CURRENT TEMIS HOSPITAL HARDWARE AND SOFTWARE SPECIFICATIONS

DESCRIPTION	TOTAL QUANTITY
HP Compaq dc7700 SSF Workstation 2.5GHz Intel Dual-Core E6600, 2GB Ram, 160GB HD, DVD+/- RW (+R DL), 100/1000 Ethernet, M/S Windows XP SP2, Intel VPro Technology	1
ViewSonic VP920b LCD Monitor 19"	1
HP LaserJet P3005, Laser Printer	1
6" USB Printer Cable, (STD. 6ft)	1
TRIPP-LITE OmniSmart 700 UPS	1
Roxio BackUp MyPC 2006	1
LA Base Software	1

FUTURE TEMIS HOSPITAL HARDWARE AND SOFTWARE SPECIFICATIONS

Minimum Workstation Recommendations

- Intel® Pentium E5200 (2.5 GHz)
- Microsoft Windows XP Professional SP3
- 1 GB of RAM
- 2 GB of Available Disk Space*
- Display Adapter and Monitor Capable of Displaying 1024 X 768
- 100 Mbps NIC Adapter or faster*
- Mouse
- Keyboard

Recommended Workstation Specifications

- Intel® Core i7 Processor – 940
- Microsoft Windows XP Professional SP3 (Vista Not Recommended)
- 1 GB of RAM
- 2 GB of Available Disk Space*
- Display Adapter and Monitor Capable of Displaying 1024 X 768
- 1 Gbps NIC Adapter or faster*
- Mouse
- Keyboard

Other Recommendations

- Customers wishing to print reports will naturally need a printer. However, this printer need not be connected to the workstation. LA Base can use any printer installed rather it be local or network.
- To facilitate remote technical support, a high-speed internet connection is strongly recommended for all workstations.
- (Lancet Technology uses Remote Support from WebEx for remote desktop support. If this does not comply with your institution's IT policy, we request network access via a VPN with desktop access via an industry standard solution such as pcAnywhere, Microsoft Remote Access (RDP) or VNC.
- IT persons should have FTP access for downloading and uploading of large files related to product updates and technical support.
- For sites wishing to use SQL Server Express Oracle Database Express, this software will need to be installed by the customer prior to Lancet Technology installing LA Base.
- Ideally it is a great advantage if Lancet Technology has direct access to the server console, as it is easier to troubleshoot directly.

EXHIBIT F

HOSPITAL EMPLOYEE
ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
REGARDING BASE/TRAUMA HOSPITAL DATA COLLECTION OBLIGATIONS

HOSPITAL: _____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work associated with my employer's base/trauma hospital data obligations. I agree to forward all requests I receive for the release of any data or information to my employer's Trauma Emergency Medicine Information System (TEMIS) supervisor.

I agree to keep all hospital, patient and/or agency identifiable TEMIS data confidential and (unless authorized by the patient or the appropriate agency/hospital CEO) to protect these confidential materials against disclosure to other than my employer or County authorized employees who have a need to know the information.

I agree that all TEMIS software application modules and all modifications, enhancements, and revisions thereof and thereto, and all materials, documents software programs and documentation, written training documentation, aids, and other items provided to hospital by County for the purpose of TEMIS data collection shall be considered confidential. As such, I will refrain from reproducing, distributing, or disclosing any such confidential County products except as necessary to perform the hospital's base/trauma hospital data collection obligation.

I agree to report to my immediate supervisor any and all violations of this agreement by me and/or by any other person of which I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of my employer's data collection obligations or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

NAME:_____ DATE:_____
(Signature)

NAME:_____
(Print)

POSITION:_____

EXHIBIT G

BASE HOSPITAL FORM

Log # _____ SEC. SEQ # _____ (IF APPLICABLE) SEQ. # _____

GENERAL INFO

Date MM DD YY | Prov. Code | Pt. # _____ of _____ | Hospital Code
Time | Unit | Age _____ Sex: ☐ M ☐ F | ☐ Radio ☐ Full Call
Location | ☐ Y ☐ M ☐ D ☐ H | ☐ Phone ☐ SFT Protocol
Weight _____ Kg | lbs. | ☐ Too Tall | HEAR Radio ☐ Joint Run
Peds Weight Color Code | ☐ Comb R/P/H ☐ Info Only

ASSESSMENT

Chief Complaint Code

SEVERITY OF DISTRESS: ☐ None ☐ MilD ☐ Mod. ☐ Severe

Protocol

O/P

Q

R

S

T

Medical HX

Medications

☐ NKA Allergies:

☐ Suspected Drugs/ETOH

PTBC (Meds): ☐ ADE ☐ ASA ☐ ATR ☐ ALB ☐ D50 ☐ D25 ☐ EPI ☐ GLU ☐ GLP ☐ MID ☐ NAR ☐ NTG ☐ Other

PTBC (Treatments): ☐ O2 ____ M/NC ☐ BVM ☐ CPAP ☐ ET ☐ ETC/KING ☐ IV ☐ IO ☐ MonitoR ☐ 12 Lead ☐ Glucometer ☐ Defib X ____ ☐ CAR ☐ AED-Analyzed ☐ AED-Defib ☐ N. THor Spinal Immob. ☐ Y ☐ N

PHYSICAL

LOC

CONSCIOUS (check one box/each col): ☐ Alert ☐ NoT Alert ☐ Combative | ☐ Oriented x 3 ☐ Disoriented ☐ NorMal for Pt.

UNCONSCIOUS (check only one box): ☐ Responds to Verbal

Response to Pain: ☐ Purposeful ☐ Nonpurposeful ☐ No Response

PUPILS: ☐ PERL ☐ Unequal ☐ PInpoint ☐ Fixed & Dil

GCS/mLAPSS: Eye ____ Motor ____ Verbal ____ mLAPSS met ☐ Y ☐ N

BREATHING: Rate/Effort: ☐ Norm ☐ Labored ☐ AMU ☐ Apnea

T.V ☐ ↑ ☐ N ☐ ↓

☐ Clear ☐ Rales ☐ Wheeze ☐ RHonchi ☐ Stridor ☐ Unequal

☐ BS after ET/ETC/KING

CO2 Detect. ☐ + ☐ —

☐ Capno. # ____

Waveform ☐ Y ☐ N

SKIN: ☐ Normal ☐ Warm ☐ Hot ☐ CooL ☐ Pale ☐ Diaphoretic ☐ Cyanotic ☐ Flushed ☐ Jaundiced

Capillary Refill: ☐ NoRmal ☐ DELayed

EKG & ARREST: Init. Rhyth: ____ ☐ 12 Lead ____ (time) ☐ NL ☐ ABnl ☐ STEMI

Witnessed By: ☐ Citizen ☐ EMS ☐ None

CPR by: ☐ Citizen ☐ EMS

Est. Down Time: ____

☐ PUlses /c CPR

Resus D/C @ ____

☐ Restoration Pulse ☐ Pronounced ____ (rhythm)

Total min EMS CPR ____

☐ DNR/AHCD/POLST

TREATMENTS

☐ <6 yr BP <70 >7 yr BP <90

O2 ____ L/Min. via ☐ NC ☐ Mask ☐ BVM ☐ BloW by ☐ EXist. Trach ☐ ET ☐ ETC/KING

IV ☐ None Ordered ☐ IV Unable ☐ SL ☐ IO ☐ TKO ☐ WO ☐ FC ____

T.C.P.: MA ____ Rate ____ Capture: ☐ Y ☐ N | CPAP ☐ Yes ☐ No

☐ Spinal Immob. CMS Intact ☐ Before ☐ After ☐ Clear by Algorithm

☐ Glucometer #1 ____ #2 ____

Time	B/P	P	R	O2 Sat	Pain 0–10	Drug SED's in the past 48 hrs ☐ Y ☐ N	Dose	Route	Treatment/EKG/Results
						☐ PRN			
						☐ PRN			
						☐ PRN			
						☐ PRN			
						☐ PRN			
						☐ PRN			☐ Needle THoracostomy ☐ Pg2

TRAUMA

☐ No Apparent Injuries ☐ BUrns/Shock ☐ Spinal Cord Inj.

☐ Inpatient Trauma

B	P		B	P		B	P	
☐	☐	Minor Lac/ Flail Chest	☐	☐	Head GCS ≤14	☐	☐	Abdomen Diffuse Tend
☐	☐	T. Pneumo	☐	☐	Facial/Dental	☐	☐	Genital/ButtocKs
☐	☐	Trauma Arrest	☐	☐	Neck	☐	☐	Extremities FRactures
☐	☐	Back	☐	☐	Chest Bet Mid Clav	☐	☐	Amputations Neuro/Vasc Comp

MECH OF INJ: ☐ Enc. Veh. ☐ S Belt ☐ A Bag ☐ ASsault ☐ FAll ____ MOI 1 ____ MOI 2

☐ Pass Space Intrusion ☐ With Blunt Instr ☐ > 15 ft

☐ Surv. of Fatal Acc. ☐ STabbing ☐ Electric Shock

☐ EJected from Vehicle ☐ GSW ☐ Hazmat Expos.

☐ EXtrication Required ☐ TRunk ☐ Thermal Burn

☐ Ped/Bike vs Vehicle ☐ SI Accidental ☐ SPorts

☐ Motorcycle/Moped ☐ SI Intentional ☐ Wk Related

☐ Vs Vehicle ☐ ANimal Bite ☐ UNknown

☐ HeLmet ☐ CRush ☐ OTher ____

TRANSPORT

Indicate Codes & ETA's on all Transport Options

Transported to:	CODE	ETA
☐ MAR		
☐ EDAP (Age < 15 years)		
☐ Other (rationale req'd)		
SP Center Type		
☐ TC		
☐ PTC (Age < 15 years)		
☐ PMC (Age < 15 years)		
☐ PERINATAL		
☐ SRC (STEMI)		
☐ ASC (Stroke)		

Rationale for Trans. to Other: ☐ ED SAT ☐ Int. Disaster ☐ Trauma Center ☐ Peds (PMC) ☐ CT ☐ Request by ____ ☐ SRC (STEMI) ☐ ASC (Stroke) ☐ Other ____

VIA: ☐ ALS ☐ BLS ☐ Heli ETA ____ ☐ Police ☐ Other ____

NO TRANS: Not Transported ☐ AMA ☐ DOA ☐ Unwarranted ☐ Pronounced By ____ MD ☐ Other

TRAUMA/PEDS: Complete on ALL injured patients and ALL pediatric patients

☐ Does Not Meet Criteria/Guidelines

Transported to TC/PTC/PMC because: ☐ Criteria ☐ Guidelines ☐ B.H. Judgment ☐ Shared Ambulance ☐ Requested By ____ ☐ Other ____

Meets Rationale and NOT trans. to TC/PTC/PMC because: ☐ ETA > 20 min (PMC) or 30 min (TC/PTC) ☐ Cardiac Arrest ☐ Airway (obstructed) ☐ Minimal Injuries ☐ Requested By ____ ☐ Diversion ☐ Other ____

DISPO

Time Clear

Time Receiving Hosp. Notified

Person Notified

If Base is = Receiving hospital: ☐ Cath Lab ☐ Ward ☐ OB ☐ Expired ☐ Discharged

Adm. To Rm # ____ ☐ ICU/CCU ☐ OR ☐ Stepdown ☐ Other ____

Transferred from E.D. to ____ HOSP. CODE

E.D. Diagnosis ____

COMM

SIGN

MICN/Cert. # | Physician | Patient Name/Number

HS2340 (10-09)

EXHIBIT G-1

BASE HOSPITAL FORM
(Page 2)

Log # _____ Seq. # _____

Date | | | | | | Hospital Code | | | |

Time	B/P	P	R	Drugs / EKG / Treatments	Dose	Results

Additional Comments:

SIGN	MICN/Cert. #	Physician	Patient Name/Number

H2354 76B15H2

BASE HOSPITAL

(Must accompany Page 1)

EXHIBIT G2

MCI BASE HOSPITAL FORM

DATE ___ TIME ___ PROVIDER CODE ___ HOSP CODE ___

LOCATION ___ UNIT ___

MICN ___ TOTAL PATIENTS ___

PHYSICIAN ___ TIME CLEAR ___

☐ RADIO ☐ FULL CALL
☐ PHONE ☐ SFTP
☐ HEAR ☐ JOINT
☐ Comb R/P/H ☐ Info Only

# of Patients Transported			
Immed.	Delayed	Minor	Destination

BASE HOSPITAL FORM

Pt # ___ Age ___ ☐ M Seq # ___ ☐ F Log # ___

Wt. ___ Kg/lbs

GCS	Vital Signs	Peds Weight Color Code
E ___	BP/	Immediate
M ___	Cap Refill ___	Delayed
V ___	Pulse ___	Minor
	Resp ___	

Chief Complaint ___ Complaint ___

Mech of Inj ___

☐ Field Decontamination

Treatment: ☐ 02 ☐ IV ☐ Sp. Immob. ☐ Meds ☐ AMA

Trans By: ___ Rec. Facil. ___ Trans To ☐ MAR ☐ PeriNat ☐ EDAP ☐ PMC ☐ TC/PTC ☐ Other

☐ No Transport ETA ___

Admit ☐ ICU/CCU ☐ OR ☐ Ward ☐ Tele ☐ OB ☐ Other
Transferred ___ ☐ Discharged ☐ Expired
ED Diagnosis ___
Name: ___

BASE HOSPITAL

BASE HOSPITAL FORM

Pt # ___ Age ___ ☐ M Seq # ___ ☐ F Log # ___

Wt. ___ Kg/lbs

GCS	Vital Signs	Peds Weight Color Code
E ___	BP/	Immediate
M ___	Cap Refill ___	Delayed
V ___	Pulse ___	Minor
	Resp ___	

Chief Complaint ___ Complaint ___

Mech of Inj ___

☐ Field Decontamination

Treatment: ☐ 02 ☐ IV ☐ Sp. Immob. ☐ Meds ☐ AMA

Trans By: ___ Rec. Facil. ___ Trans To ☐ MAR ☐ PeriNat ☐ EDAP ☐ PMC ☐ TC/PTC ☐ Other

☐ No Transport ETA ___

Admit ☐ ICU/CCU ☐ OR ☐ Ward ☐ Tele ☐ OB ☐ Other
Transferred ___ ☐ Discharged ☐ Expired
ED Diagnosis ___
Name: ___

BASE HOSPITAL

BASE HOSPITAL FORM

Pt # ___ Age ___ ☐ M Seq # ___ ☐ F Log # ___

Wt. ___ Kg/lbs

GCS	Vital Signs	Peds Weight Color Code
E ___	BP/	Immediate
M ___	Cap Refill ___	Delayed
V ___	Pulse ___	Minor
	Resp ___	

Chief Complaint ___ Complaint ___

Mech of Inj ___

☐ Field Decontamination

Treatment: ☐ 02 ☐ IV ☐ Sp. Immob. ☐ Meds ☐ AMA

Trans By: ___ Rec. Facil. ___ Trans To ☐ MAR ☐ PeriNat ☐ EDAP ☐ PMC ☐ TC/PTC ☐ Other

☐ No Transport ETA ___

Admit ☐ ICU/CCU ☐ OR ☐ Ward ☐ Tele ☐ OB ☐ Other
Transferred ___ ☐ Discharged ☐ Expired
ED Diagnosis ___
Name: ___

BASE HOSPITAL

BASE HOSPITAL FORM

Pt # ___ Age ___ ☐ M Seq # ___ ☐ F Log # ___

Wt. ___ Kg/lbs

GCS	Vital Signs	Peds Weight Color Code
E ___	BP/	Immediate
M ___	Cap Refill ___	Delayed
V ___	Pulse ___	Minor
	Resp ___	

Chief Complaint ___ Complaint ___

Mech of Inj ___

☐ Field Decontamination

Treatment: ☐ 02 ☐ IV ☐ Sp. Immob. ☐ Meds ☐ AMA

Trans By: ___ Rec. Facil. ___ Trans To ☐ MAR ☐ PeriNat ☐ EDAP ☐ PMC ☐ TC/PTC ☐ Other

☐ No Transport ETA ___

Admit ☐ ICU/CCU ☐ OR ☐ Ward ☐ Tele ☐ OB ☐ Other
Transferred ___ ☐ Discharged ☐ Expired
ED Diagnosis ___
Name: ___

BASE HOSPITAL

EXHIBIT H

RECEIVING HOSPITAL OUTCOME DATA

The following data elements are to be entered on the Base Hospital Form and into the County's automated data collection system (TEMIS) for all patients where Hospital provided base hospital medical direction to prehospital care personnel and patient was delivered to its emergency department via the County's prehospital care system:

Admitted to: Rm # _____

- ☐ Ward (medical/surgical floor)
- ☐ OB
- ☐ ICU/CCU
- ☐ OR
- ☐ Stepdown (telemetry)
- ☐ Other_____

☐ Expired

☐ Other_____

Transferred from ED to _____ | | | |
Hosp Code

ED Diagnosis_____ | | | | |
ICD-9 Code

The following fields are mandatory for data entry into TEMIS:

REGULAR RUNS

SECTION	FIELDS		
GENERAL INFO	Sequence Number and Log Number	Date/Time	Hospital Code
	Provider Code/Unit	Age	Sex
	Location	Pediatric Weight/Color Code	Communication Type and Call Type
ASSESSMENT	Chief Complaint	Severity of Illness	
PHYSICAL	LOC	GCS	12 Lead EKG (if ordered)
TREATMENTS	Intravenous Access	Meds Ordered Name (Code) of Medications	Chem Strip/Glucometer
CPR (for **medical** cardiac arrests)	Pulses with CPR	Restoration of Pulse	CPR by:
	Witnessed by:	Min. to CPR	
	If Pronounced →→ →	Pronounced Rhythm→	Minutes from EMS CPR to Pronounce
TRAUMA	Trauma Complaint	Mechanism of Injury	
TRANSPORT	Transport Options (MAR, Trauma/PTC, PMC, etc.)	Actual Transport Destination (if transported)	Method of Transport (if transported)
	Trauma/Peds Rationale (all injured and all pediatric patients)	Not Transported Rationale (if applicable)	Rationale for Transport to Other (if applicable)
DISPO	Time Clear	Time Receiving Hospital Notified (if applicable)	If Base = Receiving: ED Diagnosis and Patient Disposition
SIGNATURE	MICN Certification #	Physician #	

SFTP RUNS

(Where Base Hospital is utilized to give direction – Including Patient Destination)

SECTION	FIELDS		
INFO	Sequence Number and Log Number	Date/Time	Hospital Code
	Provider Code/Unit	Age	Sex
	Communication Type and Call Type	Pediatric Weight/Color Code	
ASSESSMENT	Chief Complaint	Severity of Illness	Protocol Used
PHYSICAL			
TREATMENTS			
TRAUMA	Trauma Complaint	Mechanism of Injury	
TRANSPORT	Actual Transport Destination (if transported)	Rationale for Transport to Other (if applicable)	Not Transported Rationale (if applicable)
	Method of Transport (if transported)	Trauma/Peds Rationale (all injured and all pediatric patients)	
DISPO	Time Clear	Time Receiving Hospital Notified (if applicable)	If Base = Receiving: ED Diagnosis and Patient Disposition
SIGNATURE	MICN Certification #	Physician #	

EXHIBIT J

LOS ANGELES COUNTY EMS AGENCY

BASE HOSPITAL RADIO CHANNEL ASSIGNMENTS / PARAMEDIC TELEPHONE NUMBERS

BASE HOSPITAL	HAILING	PRIMARY CHANNEL	BACK-UP CHANNEL	TELEPHONE/ LANDLINE
California Hospital Medical Center	#37 on 9A	5C	2C	213-765-9519
Cedars-Sinai Medical Center	#94 on 9A	1B	6B	(310) 657-0662 (310) 657-0663
Citrus Valley Medical Center – QVH Campus	#18 on 9A	4F	N/A	(626) 338-1183 (626) 338-1184
Glendale Adventist Medical Center	#17 on 9A	8C	N/A	(818) 247-1532 (818) 247-1533
Henry Mayo Newhall Memorial Hospital	#81 on 9A **Bald Mtn: #81 on 4A, Oat Mt: 4A**	4A	5A	(805) 255-2730 (805) 255-2731 (805) 259-3061
Huntington Memorial Hospital	#92 on 9A **Verdugo Hills Hosp # 92 on 2A**	5F	2A	(626) 397-8026 (626) 397-8027 (626) 397-8028
LAC Harbor-UCLA Medical Center	#64 on 9A **Gardena 2 receivers only on 9A & 7D**	4D	7D	(310) 328-1800 (310) 328-1801
LAC + USC Medical Center	#28 on 9A #970 on 8C **Portal: #970 on 2C**	4C	6C	(323) 222-9111
Little Company of Mary Hospital San Pedro Peninsula Hospital Site	#16 on 9A **Blackjack: #16 on 6D** #19 on 9A San Pedro Hill: 8E & 9A	6D 8E	2D 4E	(310) 540-7180 (310) 540-1009 (310) 316-8576 (310) 316-8436
Methodist Hospital of Southern California	#49 on 9A	8F	3F	(626) 445-4481 (626) 445-4417 (626) 445-6470
Northridge Hospital, Roscoe Campus	#29 on 9A **Van Nuys # 29 on 8A**	1A	8A	(818) 885-9888 (818) 885-9889
Long Beach Memorial Medical Center	Local #60 on 9A Rio Hondo # 61 on 9A	5D	2D	
Pomona Valley Hospital Medical Center	#25 on 9A **Johnstone & Diamond Bar: #25 on 5A**	7F	5A	(909) 623-6561 (909) 623-6562
Presbyterian Intercommunity Hospital	#84 on 9A	3E	8E	(310) 945-6539 (310) 945-6530
Providence Holy Cross Medical Center	#42 on 9A	6A	2A	(818) 361-7341 (818) 361-7342
Providence St. Joseph Medical Center	#35 on 9A	5A	3A	(818) 841-3644 (818) 841-3673
St. Francis Medical Center	#53 on 9A Downey Regional Medical Center	1E	8E	(310) 603-2511 (310) 603-2612 (310) 639-8173
St. Mary Medical Center	#24 on 7E	7E	4E	(562) 432-0517 (562) 435-2833
Torrance Memorial Medical Center	#79 on 9A **Pt. Vicente & Catalina: # 79 on 3A**	3D	3A	(310) 530-7631
UCLA Medical Center Hauser 2	#59 on 9A Santa Monica Hosp #59 on 9A Castro Peak #73 on 9A #970 on 3A	2B 5B 7A	3B	(310) 208-5387

REVISED: August 6, 2009

BASE HOSPITAL DIRECTORY

HOSPITAL	TITLE/NAME	ADDRESS	TELEPHONE/FAX
AMH Methodist Hospital of Southern California	**Base Hospital Medical Director** Dr. Jacob Fakoory **Prehospital Care Coordinator** Suzette Otlewis	300 West Huntington Drive Arcadia, CA 91007	626-574-3672 626-574-3748 **626-821-6927**
CAL California Hospital Medical Center	**Base Hospital Medical Director** Dr. Stephen Liu **Prehospital Care Coordinator** (Interim) Jared Baker	1401 S. Grand Ave. Los Angeles, CA 90015	213-742-5555 213-742-5562 **213-743-6350**
CSM Cedars Sinai Medical Center	**Base Hospital Medical Director** Dr. James Fishkin **Prehospital Care Coordinator** Paula Rosenfield	8700 Beverly Blvd. Los Angeles, CA 90048-1865	310-423-8606 310-423-8606 **310-423-0424**
GWT Glendale Adventist Medical Center	**Base Hospital Medical Director** Dr. Cheryl Lee **Prehospital Care Coordinator** Judy Grimaldi	1509 E. Wilson Terrace Glendale, CA 91206	818-409-8202 818-409-8201 **818-546-5602**
HCH Providence Holy Cross Medical Center	**Base Hospital Medical Director** Dr. Thomas Waskiewicz **Prehospital Care Coordinator** Melanie Ridgley	15031 Rinaldi Street Mission Hills, CA 91345	818-898-4540 818-898-4542 **818-898-4565**
HGH LAC Harbor-UCLA Medical Center	**Base Hospital Medical Director** Marianne Gausche-Hill **Prehospital Care Coordinator** Julia Goto	1000 W. Carson St. Torrance, CA 90502-2004	310-222-3500 310-222-3445 **310-222-3078**
HMH Huntington Memorial Hospital	**Base Hospital Medical Director** Dr. James Luna **Prehospital Care Coordinator** Jenny Van Slyke	100 W. California Blvd. Pasadena, CA 91109	626-397-5000 626-397-8482 **626-397-2981**

BASE HOSPITAL DIRECTORY

HOSPITAL	TITLE/NAME	ADDRESS	TELEPHONE/FAX
HMN Henry Mayo Newhall Memorial Hospital	**Base Hospital Medical Director** Dr. Heather Flaherty **Prehospital Care Coordinator** (vacant)	23845 W. McBean Parkway Valencia, CA 91355-2083	661-253-8112 661-253-8117 **661-253-8142**
LBM Long Beach Memorial Medical Center	**Base Hospital Medical Director** Dr. Ray Sebastian **Prehospital Care Coordinator** Samantha Verga	2801 Atlantic Avenue Long Beach, CA 90806-1737	562-933-1461 562-933-1461 **562-933-2053**
LCM Little Company of Mary Hospital	**Base Hospital Medical Director** Dr. Fred Carr **Prehospital Care Coordinator** Kristina Crews	4101 Torrance Blvd. Torrance, CA 90503	310-303-5680 310-303-5684 **310-303-5689**
NRH Northridge Hospital Medical Center – Roscoe Campus	**Base Hospital Medical Director** Dr. Gregory Palmer **Prehospital Care Coordinator** Karen Reid-Wright Heidi Ruff	18300 Roscoe Blvd. Northridge, CA 91325-4105	818-885-8500 818-885-8500 **818-775-0211**
PIH Presbyterian Intercommunity Hospital	**Base Hospital Medical Director** Dr. Steven Chin **Prehospital Care Coordinators** Alina Candal/Mary Ruth Medina	12401 E. Washington Blvd. Whittier, CA 90602	562-698-0811 562-698-0811 **562-945-6663**
PVC Pomona Valley Hospital Medical Center	**Base Hospital Medical Director** Dr. Thomas Edhom **Prehospital Care Coordinator** Laurie Sepke	1798 N. Garey Avenue Pomona, CA 91767	909-865-9650 909-865-9906 **909-865-9623**
QVH Citrus Valley Medical Center – Queen of the Valley Campus	**Base Hospital Medical Director** Dr. Paul Holland **Prehospital Care Coordinator** Gloria Guerra	1115 S. Sunset Ave. West Covina, CA 91790	626-962-4011 626-814-2590 **626-813-2890**
SFM St. Francis Medical Center	**Base Hospital Medical Director** Dr. Robert Flashman **Prehospital Care Coordinator** Charrise Powell	3630 E. Imperial Hwy. Lynwood, CA 90262-2678	310-900-4534 310-900-4535 **310-635-4616**

BASE HOSPITAL DIRECTORY

HOSPITAL	TITLE/NAME	ADDRESS	TELEPHONE/**FAX**
SJS Providence St. Joseph Medical Center	**Base Hospital Medical Director** Dr. John Simic **Prehospital Care Coordinator** Craig Hollaway	501 S. Buena Vista St. Burbank, CA 91505	818-843-0552 818-847-4007 **818-847-5701**
SMM St. Mary Medical Center	**Base Hospital Medical Director** Dr. Steven Shea **Prehospital Care Coordinator** Scarlett Fearington	1050 Linden Avenue Long Beach, CA 90813-3393	562-491-9762 562-491-9672 **562-491-7972**
TOR Torrance Memorial Medical Center	**Base Hospital Medical Director** Dr. Franklin Pratt **Prehospital Care Coordinator** Joan Cunningham	3330 W. Lomita Blvd. Torrance, CA 90505	310-325-9110 310-325-9110 **310-784-3771**
UCL UCLA Medical Center	**Base Hospital Medical Director** Dr. Atilla Uner **Prehospital Care Coordinator** Karen Simonet	10833 LeConte Avenue Los Angeles, CA 90095	310-824-0578 310-825-9937 **310-206-3818**
USC LAC + USC Medical Center	**Base Hospital Medical Director** Dr. Marc Eckstein **Prehospital Care Coordinator** Gloria Tolle	1200 N. State Street Los Angeles, CA 90033	323-226-6806 323-226-6674 **323-226-6454**

CHARITABLE CONTRIBUTIONS CERTIFICATION

_____
Company Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

_____
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

_____ _____
Signature Date

_____
Name and Title of Signer (please print)