



"Enriching Lives"

# COUNTY OF LOS ANGELES

## DEPARTMENT OF CORONER

1104 N. MISSION RD., LOS ANGELES, CALIFORNIA 90033



*Anthony T. Hernandez*  
Director

*Lakshmanan*  
*Sathyavagiswaran, MD*  
Chief Medical Examiner-  
Coroner

October 19, 2006

**Agenda Date: October 31, 2006**

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

Dear Supervisors:

**REQUEST FOR APPROVAL OF DEPARTMENT OF CORONER AGREEMENTS  
WITH CEDARS-SINAI MEDICAL CENTER FOR EDUCATION AND TRAINING  
PROGRAM OF HOSPITAL AND STAFF PHYSICIANS TO PERFORM CORONER'S  
AUTOPSIES AND FOR POSTGRADUATE PHYSICIAN TRAINING  
(ALL DISTRICTS – 3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Chief Medical Examiner-Coroner and the Director of the Department of Coroner to sign the attached Agreement, substantially similar to Exhibit I, with Cedars-Sinai Medical Center for hospital staff physicians to perform Coroner's autopsies under the supervision of the Chief Medical Examiner-Coroner or his designee, and delegate authority to the Chief Medical Examiner-Coroner and the Director of the Department of Coroner to enter into substantially similar agreements with other hospitals within the County of Los Angeles.
2. Approve and instruct the Chief Medical Examiner-Coroner and the Director of the Department of Coroner to sign the attached affiliation Agreement, substantially similar to Exhibit II, with Cedars-Sinai Medical Center for physician postgraduate training in forensic pathology at the Department of Coroner, and delegate authority to the Chief Medical Examiner-Coroner and the Director of the Department of Coroner to enter into substantially similar agreements with other hospitals and pathology residency programs.

**Accreditations:**

*National Association of Medical Examiners*  
*California Medical Association-Continuing Medical Education*  
*Accreditation Council for Graduate Medical Education*

*American Society of Crime Laboratory Directors*  
*Peace Officer Standards and Training Certified*

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

In approving the recommended action, the Board is authorizing two Agreements with Cedars-Sinai Medical Center, a major teaching hospital in Los Angeles County. The Board is also delegating authority to the Department of Coroner to enter into substantially similar agreements with other hospitals and pathology residency programs.

The first Agreement (Exhibit I) authorizes pathologists at Cedars-Sinai Medical Center that are deputized by the Chief Medical Examiner-Coroner to perform autopsies on selected Coroner's cases at the hospital, using procedures required by the Department of Coroner.

This Agreement will reduce the number of decedents who have to be brought to the Department of Coroner, resulting in a lower case load and faster release of decedents to the mortuary. The Agreement will supplement the pathology staffing of the Department of Coroner without incurring any expense to the Department of Coroner or the County of Los Angeles. The hospitals provide free specialized consultation services to the Coroner. In addition, the physicians who cared for the decedent at the hospital during life will be able to assist the pathologist with clinical correlation of the autopsy findings.

The second Agreement (Exhibit II) formalizes procedures for the Department of Coroner to train hospital residents in forensic pathology. This training is a required part of residency in Anatomic Pathology, and a written affiliation agreement is necessary for the hospital residency programs to maintain their accreditation. Physician postgraduate training at the Department of Coroner will also benefit the Department of Coroner in future recruitment of forensic pathology trainees and staff.

### **Implementation of Strategic Plan Goals**

The proposed recommendations further the Board approved County Strategic Plan Goal No. 1 (Service Excellence) by expediting release of decedents to mortuaries, Goal No. 3 (Organizational Effectiveness) in the internal operations of the Coroner, and Goal No. 4 (Fiscal Responsibility) by providing autopsy services to the County free of charge.

### **FISCAL IMPACT**

Cedars-Sinai Medical Center will provide autopsy services without charge to the County, and will pay all salary and benefits for their residents rotating at the Department of Coroner. There is no fiscal impact associated with these programs.

### **FISCAL AND PROVISIONAL/LEGAL REQUIREMENTS**

The Coroner, pursuant to Section 24100 et seq. of the Government Code, has the authority to authorize the performance of forensic autopsies on the Department's behalf.

These Agreements formalize and restructure existing arrangements with Cedars-Sinai Medical Center.

County Counsel has reviewed and approved the Agreements as to form.

These Agreements will not result in a reduction of County services. (County Code Section 2.121.390).

These are not Proposition A Agreements; therefore the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended Agreements.

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The recommended Contractor will consider Greater Avenues for Independence Program and General Relief Opportunity for Work (GAIN/GROW) participants for future employment and will comply with the Jury Service Ordinance, the Child Support Compliance Program and the Safely Surrendered Baby Law.

### **CONTRACTING PROCESS**

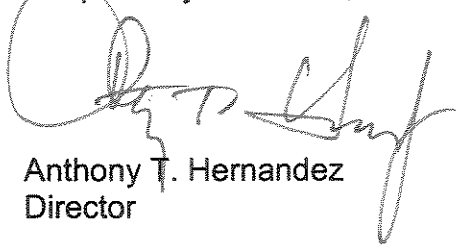
Cedars-Sinai Medical Center and other hospitals to be included in these Agreements are sole-source contractors because they are the only hospitals in Los Angeles County which meet the following criteria:

- (a) They have residency programs in Anatomic Pathology
- (b) They are not operated under the direction of Los Angeles County

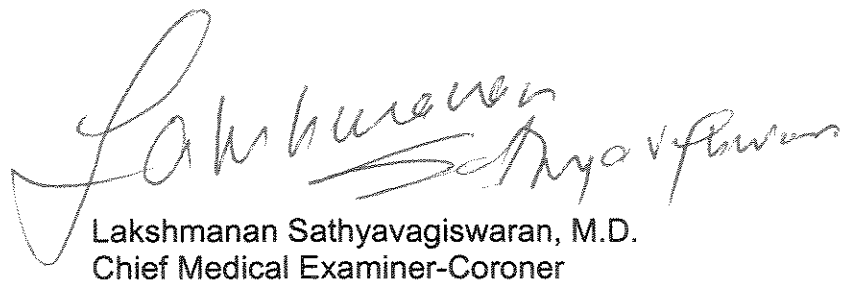
### **CONCLUSION**

The Executive Officer, Board of Supervisors, is requested to return one (1) stamped copy of the approved Board letter.

Respectfully submitted,



Anthony T. Hernandez  
Director



Lakshmanan Sathyavagiswaran, M.D.  
Chief Medical Examiner-Coroner

ATH/cr

Attachment

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors (22)

# **EXHIBIT I**

**JOINT PROTOCOL ARRANGEMENT**

**BETWEEN THE**

**DEPARTMENT OF PATHOLOGY AT**

**CEDARS-SINAI MEDICAL CENTER**

**AND**

**DEPARTMENT OF CORONER**

**FOR**

**HANDLING CORONER CASES**

**August 1, 2006**

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**I. AUTHORIZATION**

The pathology department of the Cedars-Sinai Medical Center shall act as a satellite of the Department of Coroner. As such they shall be authorized pursuant to Government Code Section 24100 et seq. and 27530 to perform autopsies on certain Coroner Cases for the purpose of establishing the cause, manner and mode of death.

This shall enable the Cedars-Sinai Medical Center to use these cases for education and training of residents.

Physicians of the pathology staff are to be advised that this authority is not to be used to perform autopsies on deaths which are NOT Coroner cases.

At its discretion, the Department of Coroner shall deputize physicians at Cedars-Sinai Medical Center in order for them to be authorized to sign death certificates on behalf of the Department of Coroner. Cedars-Sinai Medical Center shall inform the Department of Coroner in the event that deputized personnel transfer/leave/retire, etc.

**II. OPERATIONAL REQUIREMENTS**

All Coroner's cases shall be reported to the Coroner's Department Reporting Desk immediately at (323) 343-0711. Trauma Division ER Physicians may request specific deaths to be autopsied at Cedars-Sinai Medical Center. The Coroner shall, at its discretion, decide whether or not to authorize Cedars-Sinai Medical Center to perform the post-mortem examination. A Coroner's case number shall be issued prior to autopsy and no certification of cause of death shall be done without an autopsy unless approved by the Chief Medical Examiner-Coroner.

This does not prevent a physician from discussing a death with the Coroner's Duty Doctor to establish whether it is or is not a Coroner's case. All such discussions shall be documented by the coroner and tracked with an internal inquiry number.

The Coroner does not anticipate incurring any expenses or costs for any of the services expected to be provided by the Cedars-Sinai Medical Center as set forth in this Joint Protocol Arrangement except as follows:

- Delivery of specimen collection supplies and forms to Cedars-Sinai Medical Center.
- Transport of specimens to the Coroner's Forensic Science Center (FSC) for toxicological analyses.
- Transport of decedents to the Forensic Science Center where the Coroner determines that the decedent is to be examined or autopsied at the FSC.

**III. CASE CATEGORIES/TYPES**



A. The following are the categories of Coroner's Cases that **may be processed** at Cedars-Sinai Medical Center. The individual cases selected are at the discretion of the director of autopsy services at Cedars-Sinai Medical Center.

1. Traffic deaths (excluding hit and run and accidents with charges pending).
2. Burns (excluding suspected arson).
3. Hip fracture due to trauma and disease (pathological fracture)
4. Chronic subdural hematoma.
5. Acute alcoholism.
6. Dead on arrival if from natural causes (excluding homicides and in custody deaths).
7. Aspiration of foreign bodies (aspiration due to natural underlying causes are not Coroner cases and only require clearance through the Coroner).
8. Accidental drowning.
9. Infectious disease cases which have been accepted as a Coroner's Case.

NOTE: Infectious diseases must be reported to the Health Department in many cases.

B. The following are types of coroner cases **NOT to be autopsied** at Cedars-Sinai Medical Center.

1. Deaths suspected of being as a result of diagnostic and therapeutic misadventure.
2. Homicide, suspected homicide, child abuse or any death being criminally investigated.
3. Jail ward, in custody, or officer-involved deaths, deaths while under psychiatric/5150 WIC "Hold".
4. Deaths involving a rape or suspected sexual assault.
5. Unidentified decedents (John/Jane Does) or decedents where the legal next-of-kin is not known and notified.
6. Air crash victims.
7. Hit-and-run or probable felony drunk driving.
8. Suspected arson/explosion deaths.

9. Suspected Sudden Infant Death Syndrome (SIDS) deaths.
10. Decomposed cases.
11. Any case where the pathologist is uncertain of his/her competence to deal with the case.
12. Occupational deaths, old or recent.
13. High profile cases (government officials, celebrities).

NOTE: Exception requires authorization by the Chief, Forensic Medicine Division or the Chief Medical Examiner-Coroner.

**IV. PROCESSING CORONER CASES**

- A. General Procedures -- The Department of Coroner "DME Manual" shall be consulted and utilized for all Coroner case processing guidelines.
- B. Determination and Preparation
  1. Those hospital deaths and possible indigent cases where there is a problem with the death certificate or where the physician cannot or will not sign are to be reported by the Office of Decedent Affairs to the Coroner's Reporting Desk.

NOTE: Those hospital deaths and possible indigent cases where there is a valid death certificate or private physician is willing to sign the death certificate and are eligible for post-mortem examination without oversight by the coroner shall be referred to the Cedars-Sinai Medical Center Office of Decedent Affairs.

2. Deaths found to be under the jurisdiction of the Coroner and authorized by the Coroner to have the post-mortem examination done at Cedars-Sinai Medical Center shall require Coroner's Hospital Form #18 to be completed and sent to the Cedars-Sinai Medical Center Decedent Affairs Office, along with the chart.
3. All authorized cases will appear in the Coroner's database (CME) and shall indicate the case is being processed at the Cedars-Sinai Medical Center.

4. Coroner Investigators will be assigned to these cases in the order received, and shall complete their investigation including obtaining police reports. A copy of the Coroner's Investigative report (Form 1 and Form #3) shall then be faxed by the coroner's office to the Cedars-Sinai Medical Center Decedent Affairs Office to assist in processing the case. This document is confidential and all inquiries should be referred to the Coroner's Investigation's watch commander.
  5. Those cases autopsied or examined must be done under the supervision of the Coroner's deputized, licensed physician of the Cedars-Sinai Medical Center pathology staff, and the reports signed by the deputized physician.
  6. The deputized designated pathologist receives from the Cedars-Sinai Medical Center Decedent Affairs Office the completed Coroner's Investigation Report and the hospital chart on the case to be processed.
  7. The pathologist reviews the reports and the chart and then performs the forensic autopsy.
  8. All Coroner's cases to be examined or autopsied at Cedars-Sinai Medical Center shall be processed for fingerprints (both hands-two sets) using the standard FBI fingerprint card and forwarded to the Department of Coroner's Investigation Division, Notifications Unit. This will be performed by the diener at Cedars-Sinai Medical Center.
- C. Autopsy
1. A detailed description of the external surface of the decedent is essential and is to include a detailed description of identifiable marks, scars, tattoos, incisions, and wounds. A detailed description of trauma and the degree of healing shall also be made.
  2. Cases that need x-rays shall not be performed at Cedars-Sinai Medical Center
  3. Clothing shall remain with the body until examined by the pathologist. The pathologist examines the clothing and provides a detailed description.
    - a. The autopsy technician then enters the pathologist's initials and the date of the examination on the clothing tag.
    - b. Clothing if not requested by the Coroner's office as evidence, can be released with the body.
  4. Any evidence recovered prior to or during the autopsy (clothing, etc.) shall be forwarded to the Coroner's Office in a manner that will ensure its preservation and that the chain of custody is not broken.

5. All tissue and organs removed at autopsy for toxicological analysis shall be forwarded to the Department of Coroner for analysis and retention after initial observations by Cedars-Sinai Medical Center. The specimen(s) can either be picked up by the Coroner or can be delivered to Department of Coroner by Cedars-Sinai staff.
6. As a minimum, all evidence collected shall be identified on the evidence container and label or attached tag. In addition, the associated evidence logs will contain the following information:
  - a. Decedent's full name
  - b. Pathologist's full name
  - c. Autopsy technician's initials
  - d. Identity of the evidence
  - e. Date and time evidence collected
  - f. Coroner's case number
  - g. Hospital name
  - h. Date and time evidence released
  - i. The identity of the individual and organization the evidence was released to.
  - j. Date, time and method in the event evidence was disposed and the name of the individual authorizing disposal in accordance with hospital evidence retention procedures.

**V. LABORATORY TESTS**

- A. Histopathology: Is to be done at Cedars-Sinai Medical Center and findings are to be dictated. Retention time is as follows: Hold Jar 4 years. Blocks 7 years. Slides indefinite. Before any disposition, the Coroner's office must be notified. Blocks will not be released for research without approval by the Department of Coroner.
- B. Neuropathology: Is to be done at Cedars-Sinai Medical Center and findings are to be dictated, typed, and the form #13 signed. Storage will be at Cedars-Sinai Medical Center, unless otherwise requested by the Coroner.

- C. Bacteriology/Microbiology: Is to be done at Cedars-Sinai Medical Center and findings are to be dictated.
- D. Toxicology: Any death which occurs more than 24 hours after hospital admission will not require toxicological analysis, otherwise toxicological analysis will be conducted by the Department of Coroner. In all instances, however, a blood specimen shall be collected. An emergency room admission blood sample should be saved for the Coroner by the hospital laboratory whenever it is available.

All samples shall be collected and placed in appropriately sized/labeled containers, and will be kept refrigerated until picked-up for transport to the Coroner's office. Coroner personnel will transport them to the Coroner's Office for analysis. Written reports of results will be returned to Cedars-Sinai Medical Center Decedent Affairs Office for review and closure of case. Those samples that can be taken include, but are not limited to those listed below:

1. Heart blood in 8-ounce bottle with sodium fluoride.
  2. Femoral vein blood in a gray top tube (NaF and K-oxalate).
  3. Liver (enough to fill a pint container).
  4. Stomach contents (entire contents need to be submitted) in plastic container.
  5. Bile, entire contents in 8-ounce bottle.
  6. Urine 100 ml. in 8-ounce bottle.
  7. Brain specimen for PCP and cocaine and fat-soluble compound analysis.
  8. Blood in a red top tube if analysis for volatiles is required. If antemortem blood was collected, it should also be forwarded to the Coroner.
- E. Special Testing: Any special testing, as deemed necessary by the pathologist, should result in tissue(s) collected and stored in an appropriately sized and labeled container and sent to the Department of Coroner for analysis, ensuring that the chain of custody is maintained at all times.
  - F. Storage: Storage of histopathology slides and blocks by Cedars-Sinai Medical Center will be filed by CC# in their histopathology section. Any photographic slides, photographs or negatives will be filed by CC# at the Cedars-Sinai Medical Center autopsy division. Cedars-Sinai Medical Center will provide at no cost to the Coroner duplicate histopathology slides and duplicate photographs, slides or negatives if requested by the Coroner.

- G. At the conclusion of an autopsy where difficulties are encountered in the examination, autopsy or processing, the case shall be discussed with the Chief, Forensic Medicine or the Chief Medical Examiner-Coroner at the Department of Coroner.

NOTE: Under no circumstances should any tissue be removed for transplantation, research, or teaching without express authorization from the Department of Coroner.

VI. DEATH CERTIFICATE

A. Original Death Certificate

The deputized pathologist shall direct the preparation and sign the final death certificate. The original copy of the death certificate is issued to the mortuary with a photocopy sent to the Coroner's Office. The death certificate (Rev. 1/03) must have boxes numbered 101 thru 113A, and 119 through 128 completed as needed by the Coroner.

- 1. Medical and Contributory Causes of Death, including time lapse.
- 2. Mode of Death.
- 3. Information on how injury occurred including type of place, address, date and time.
- 4. Signature/date Section.

B. Amendments or Changes

Changes to the cause or mode of death are to be referred to the Chief Medical Examiner-Coroner. Deferred or pending cases shall have amendments prepared by the Department of Coroner. The Chief Medical Examiner-Coroner will coordinate this.

VII. DOCUMENT PROCESSING

A. Faxed Documents: Upon completion of an autopsy, the agreement hospital shall immediately fax to the Coroner at (323) 225-2235, the following documents. The Coroner's back-up fax number is (323) 223-5630:

- 1. A copy of the death certificate.
- 2. A copy of the Form 15 - Medical Report.

3. Provisional anatomical diagnosis.
- B. Originals: The ORIGINAL of the below listed forms/reports shall be sent to the Coroner's Public Services Division within 30 days.
1. Hospital Report Form #18.
  2. Fingerprints of decedent (two sets) to Investigations, Notifications Unit
    - a. California DOJ
    - b. One copy to case file.
  3. Medical Report Form #15
  4. Release of Remains Form #5
  5. Death Certificate (Copy only, original to mortuary).
  6. Autopsy Report #12.
  7. Personal Property Inventory #2
  8. Dictation results of any laboratory tests that were performed.
  9. Autopsy check sheets.
  10. Autopsy Diagrams.
- C. Copies: Requests for copies of written reports shall be referred to the Department of Coroner for handling.
- D. Request for Photographs/X-rays.

Cedars-Sinai Medical Center shall provide to the Department of Coroner, the District Attorney, the investigating law enforcement agency, any other criminal justice system agency having jurisdiction or any individual authorized to receive a copy by court order, any and all photographs and/or x-rays concerning any case handled by Cedars-Sinai Medical Center on behalf of the Department of Coroner.

- E. Requests for Hospital Test Records

Hospital test records shall be available to the parties and released to them under the same circumstances enumerated under Section VII.D (above). Hospital records will not be released without a court order, including to police agencies.

- F. Coroner's autopsies, including photographs and tissues, may be discussed at educational or quality assurance conferences at Cedars-Sinai Medical Center.

VIII. NEXT OF KIN NOTIFICATION

- A. Preliminary oral reports to next of kin may be given to the family and/or the decedent's physician(s) by the deputized pathologist.
- B. Those cases that require reporting to the Public Administrator shall be handled by the Cedars-Sinai Medical Center Decedent Affairs Office as any other non-coroner cases and processed as usual for removal to the County Morgue.
- C. In the event that the identity of the decedent or the next of kin is not known, personal effects on all Coroner's cases shall be delivered to the Department of Coroner for processing. The personal effects shall be made available when the remains are removed.
  - 1. Those cases where identification is suspected but not confirmed will not be performed at Cedars-Sinai Medical Center and will be referred to the Coroner's Office. This information shall be documented on the chart and a copy forwarded to the Coroner (See III.B.5).

When identification is established, the Operations Bureau shift supervisor shall be notified so appropriate action can be taken to notify the legal next-of-kin. This should be requested without delay.

- 2. The Cedars-Sinai Medical Center Decedent Affairs Office shall notify the Department of Coroner regarding the method of identification & notification used on each Coroner's Case, and document completely, to include identifying data on the person making the identification.

IX. SUBPOENAS/COURT APPEARANCES

Cedars-Sinai Medical Center shall comply with all duly authorized subpoenas for documentation, evidence, deposition's or court appearances and shall provide the needed expert witness testimony as required without expense to the County. All subpoenas shall be coordinated with the Coroner's Public Services Division Subpoena Desk at (323) 343-0518.

X. HANDLING OF PERSONAL PROPERTY & VALUABLES

Cedars-Sinai Medical Center will utilize its own procedures for the collection, storage, inventory, and release of personal property and other valuables of the decedent providing full documentation and accounting is performed as specified in Section IV.C.6.a through j. Property shall only be released to the LEGAL next of kin.



XI. RELEASE OF HOSPITAL SPECIMENS

Upon demand, Cedars-Sinai Medical Center shall release to the Department of Coroner any and all specimens collected within three (3) business days.

XII. STATISTICAL REPORTING

A monthly log of coroner's autopsies done at Cedars-Sinai Medical Center shall be completed and forwarded to the Chief, Public Services Division. The log shall include the below listed information.

- Decedent's name.
- Coroner's case number.
- Date of death.
- Date of Autopsy.
- Name of doctor performing autopsy.
- Cedars-Sinai autopsy number and medical record number.

XIII. SUPPLEMENTAL PROCEDURES

These supplements are intended to provide communication of information from and to agreement hospitals that conduct authorized Coroner's autopsies. Bureau and Divisional responsibilities shall be described in the following sections.

Chief, Forensic Medicine Division (323) 343-0715

The Division Chief shall be responsible for overall management and guidance to agreement hospitals performing autopsies. The Chief Medical Examiner-Coroner will periodically check quality assurance of hospital protocols. The Forensic Medicine Division is responsible to provide all needed training and qualifications in forensic pathology to participating hospital staff.

Forensic Laboratories Division (323) 343-0530

The Division will coordinate specimen retrieval. Also responsible for performing any and all Toxicological analysis as needed, and provide written report of analysis.

Procurement Section, Administrative Bureau (323) 343-0777

This Bureau shall receive, store and release toxicology specimen collection supplies and all needed forms to the Decedent Services Division for delivery to participating hospitals as needed. This section may be contacted directly by the hospitals to receive these materials.

Investigations Division/Operations Bureau (323) 343-0714 or 343-0722

This Division is responsible for the initial authorization to proceed with the autopsy and for conducting the investigation into the cause, manner and circumstances of death.

Once the investigation is completed, this Division will fax the completed Form #1 and Form #3 (if applicable) to the participating hospital. Should circumstances warrant, the on-duty supervisor may request the participating hospital NOT to proceed with the autopsy and dispatch transport to recover the remains for transport to the Forensic Science Center for examination.

Reporting desk (323) 343-0711 (24 hr)

Decedent Services Division/Operations Bureau (323) 343-0506

This division shall be responsible to deliver all needed supplies from the Forensic Science Center to the participating hospitals. They will also be responsible to retrieve toxicology specimens from participating hospitals and deliver them to the Coroner's Forensic Laboratories Division. The Coroner Laboratory (Mr. Muto) may be contacted by participating hospitals to notify them that toxicology specimens and histopathology gross tissues are ready for pick-up. All needed training for hospital staff to perform finger and palm printing will be provided, as needed, by this division.

Public Services Division (323) 343-0516

This division shall be responsible to keep track of agreement hospital autopsies and to monitor status of hospital protocols at the Coroner's facility. Periodic reports of agreement hospitals autopsies will be provided to the Chief, Forensic Medicine along with case files for review as they are completed.

#### XIV. RESEARCH PROJECTS

Any specimens desired to be taken from a decedent(s) for the purpose of conducting research shall be communicated in advance and in writing to the Coordinator of the Department of Coroner's Research and Publication Committee at (323) 343-0530 for review and disposition prior to any collection activity.

XV. SIGNATURE PAGE: This document is noted and approved:

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Director, Autopsy Services,  
Cedars-Sinai Medical Center

Date

---

Director, Laboratories and Pathology,  
Cedars-Sinai Medical Center

Date

---

Lakshmanan Sathyavagiswaran, M.D.  
Chief Medical Examiner-Coroner,  
Department of Coroner, County of Los Angeles

Date

---

Sarah Ahonima  
Administrative Services Manager  
Department of Coroner, County of Los Angeles

Date

Rev. 7-17-06

**Exhibit I**

**Contract No.**

**AGREEMENT FOR EDUCATION AND TRAINING PROGRAM  
OF HOSPITAL STAFF PHYSICIANS TO PERFORM CORONER'S AUTOPSIES**

**THIS AGREEMENT is made and entered into this \_\_\_\_ day  
of \_\_\_\_\_, 2006.**

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

**WHEREAS, under the provisions of Government Code § 24100 et seq. and 27530,  
Los Angeles County Department of Coroner ("Coroner") is authorized to deputize  
physicians to perform post mortem examinations subject to the same obligations and  
penalties as the Coroner; and**

**WHEREAS, there is a need for the proper training and education of pathologists in  
the United States; and**

**WHEREAS, in order to assist in the training and education of pathologists, Coroner  
and Contractor desire to create a training program whereby Contractor's pathology  
department will serve as a satellite of the Department of Coroner and as such shall be  
authorized to perform autopsies on certain Coroner's cases subject to the**

**Coroner's supervision and control for the purpose of establishing the cause, manner and circumstances of death.**

**NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:**

**1. TERM:**

**A. This Agreement shall commence on the date of approval by the Board of Supervisors and shall continue in full force and effect to midnight December 31, 2010. Thereafter, this Agreement shall be automatically renewed for successive one-year periods without further action by the parties hereto.**

**B. In any event, this Agreement may be cancelled or terminated by either party, with or without cause, upon the giving of at least thirty (30) calendar days' prior written notice to the other.**

**2. DESCRIPTION OF SERVICES:**

**A. Contractor shall provide services in the form as described in the body of this Agreement, Exhibit "A", Joint Protocol Arrangement, which is attached hereto and incorporated herein by reference.**

**B. Contractor acknowledges that it shall use its best efforts to provide service(s) under this Agreement of quality at least equivalent to that which Contractor provides to all other clients it serves.**

**3. NONEXCLUSIVITY: Contractor acknowledges that it is not necessarily an exclusive provider to County of the services to be provided under this Agreement, that County has, or may enter into agreements (i.e., contracts) with other providers of said services, and that County reserves the right to itself perform the services with its own County personnel. During the term of this Agreement, Contractor agrees to provide County with the services described in the Agreement.**

**4. HOSPITAL PATHOLOGY DEPARTMENT AUTOPSY PROGRAM:**

**A. The Coroner shall work cooperatively with Contractor to provide appropriate Coroner's cases to Contractor for autopsy. The Coroner shall authorize Contractor's deputized physicians to perform autopsies on those subject Coroner cases for the purpose of establishing the cause, manner and circumstances of death. To accomplish this objective, the Coroner shall use its best efforts to:**

- 1. Approve decedent cases at Contractor's facility that appear to the Chief Medical Examiner-Coroner, at his sole discretion, to be suitable for autopsy in accordance with the attached Exhibit A, Joint Protocol Arrangement, which will enable Contractor's physicians to autopsy the decedent and establish the cause of death in a timely manner.**
- 2. Advise Contractor whether the Coroner has actual knowledge of any objections to autopsy by the decedent's next-of-kin or other persons authorized to determine disposition of remains as specified in Health and**

**Safety Code Section 7151, or of any previously made gift of corneal or other tissue under the Uniform Anatomical Gift Act.**

**3. Transmit to Contractor, as soon as reasonably possible, the necessary casework data (i.e. tissue evaluation, preliminary investigation) for Contractor to evaluate the decedent case for purposes of training and education.**

**B. Contractor shall use its best efforts to perform, carry out and accomplish all obligations contained in Exhibit A, Joint Protocol Arrangement, and to comply with each act or requirement contained in Exhibit A.**

**1. Contractor is strictly prohibited from utilizing any of decedent's tissue and/or body parts or specimens for research or any other use without prior written consent of the Coroner. Any research request by Contractor or Contractor's physicians shall be submitted in writing to the Coroner for approval by the Department of Coroner Research Committee. Research projects involving suspected or verified Sudden Infant Death Syndrome cases shall additionally require written approval by the California Department of Health Services pursuant to California Government Code § 27491.41(f).**

**2. Contractor shall not contact any of decedent's family members, relatives, next-of-kin, or legal representatives to request the allowance of research or testing of decedents tissue and/or body parts or specimens or for permission to utilize transplantable tissue.**

**3. Donations or requests for authority to recover transplantable tissue shall be promptly forwarded in writing to the Department of Coroner's Forensic Medicine Division via facsimile. The Chief Medical Examiner-Coroner or his delegate shall notify Contractor promptly of the Coroner's determination regarding Contractor or Contractor's physician's request to harvest decedent's transplantable tissue.**

**5. REQUIREMENTS AND REPRESENTATIONS OF CONTRACTOR**

**Contractor represents and warrants to the County the following:**

**A. That Contractor has fully and completely complied with all requirements and regulations of all Federal and State laws governing the training, licensing, education and certification of physicians.**

**B. That Contractor has the following qualifications:**

- 1. Certification by the Joint Commission on Accreditation of Healthcare Organizations,**
- 2. Documented need for training and education of pathologists,**
- 3. Defined policies regarding the training and education of pathologists,**
- 4. Professionally credentialed Director in the field of pathology,**
- 5. Appropriately licensed and trained employees.**

**6. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims,**



**actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.**

**County shall indemnify, defend, and hold harmless Contractor, its officers, directors, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with County's acts or omissions arising from and/or relating to this Agreement.**

**7. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense. In any event, Contractor may satisfy the insurance coverage requirements specified in this Agreement by providing evidence of Contractor's self-insurance program, as described herein below. Such evidence shall be provided in a formal declaration (on Contractor's letterhead, if available) that declares Contractor is self-insured for the type and amount of coverage as described in Paragraph 8, Insurance Coverage Requirements, herein below. Contractor's declaration may be in the form of a corporate resolution or a certified statement from a corporate officer or an authorized principal of Contractor. The statement also must identify which**

required coverages are self-insured and which are commercially insured. Contractors who are self-insured for workers compensation must provide a copy of their "Certificate of Consent to Self-Insure" issued by the State in which services will be provided. Further, Contractor's self-insurance program must be reviewed and approved by County's Risk Manager prior to the effective date of this Agreement.

A. **Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Sarah Ahonima, Department of Coroner, 1104 N. Mission Rd., Los Angeles CA 90033 prior to commencing services under this Agreement. Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Identify any deductibles or self-insured retentions for County's approval.

B. **Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A: VII, unless otherwise approved by County.

C. **Failure to Maintain Coverage:** Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall

constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach.

**D. Notification of Incidents, Claims, or Suits: Contractor shall report to County:**

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within five (5) business days of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

**E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such**

failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County that are attributable to Contractor's acts or omissions.

**8. INSURANCE COVERAGE REQUIREMENTS:**

**A. General Liability Insurance (written on Insurance Services Office ["ISO"] policy form "CG 00 01" or its equivalent) with limits of not less than the following:**

**General Aggregate: \$2 million**

**Products/Completed Operations Aggregate: \$1 million**

**Personal and Advertising Injury: \$1 million**

**Each Occurrence: \$1 million**

**B. Automobile Liability Insurance (written on ISO policy form "CA 00 01" or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "leased" vehicles, or coverage for "any auto".**

**C. Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.**

**In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:**

**Each Accident: \$1 million**

**Disease - Policy Limit: \$1 million**

**Disease - Each Employee: \$1 million**

**D. Professional Liability Insurance covering liability arising from error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two (2) year reporting period commencing upon expiration or earlier termination or cancellation of this Agreement.**

**9. DELEGATION AND ASSIGNMENT: Contractor shall not assign its rights or delegate its duties under this Agreement, or both, either in whole or in part, without the prior written consent of County, and 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.**

**10. SUBCONTRACTING: No performance of this Agreement or any portion thereof shall be subcontracted by Contractor.**

**11. COMPLIANCE WITH APPLICABLE LAW:**

**A. Contractor shall comply with the requirements of all Federal, State, and local laws, ordinances, regulations, rules, guidelines, and directives, applicable to its performance hereunder. To the extent there is any conflict between Federal and State or local laws, the former shall prevail.**

**Any reference to a specific statute, regulation, or any other document not prepared by County is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted and the parties'**

duties and obligations under this Agreement shall be consistent with any amendment to any applicable statute, regulation or other document not prepared by County which occurs after the effective date of the Agreement.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such Federal, State, or local laws, regulations, guidelines, or directives. County shall indemnify, defend, and hold harmless Contractor, its officers, directors, employees, and agents from and against any and all loss, damage, liability, or expense resulting from any violation on the part of County, its officers, employees, or agents, of such Federal, State, or local laws, regulations, guidelines, or directives.

12. **ADDITIONAL PROVISIONS:** Attached hereto and incorporated herein by reference, is a document labeled Additional Provisions, of which the terms and conditions therein contained are part of this Agreement.

13. **CONSTRUCTION:** To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

14. **CONFLICT OF TERMS:** To the extent that there exists any conflict or inconsistency between the language of this Agreement (including its Additional Provisions),

and that of any Exhibit(s), Attachment(s), and any other documents incorporated herein by reference, the language found within this Agreement shall govern and prevail.

15. **ALTERATION OF TERMS**: The body of this Agreement (including its Additional Provisions) and any Exhibit(s), and/or Attachment(s) 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, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

16. **CONTRACTOR'S OFFICES**: Contractor's office is located at

\_\_\_\_\_.

Contractor's business telephone number is \_\_\_\_\_, facsimile/FAX number is \_\_\_\_\_, and electronic mail is \_\_\_\_\_. Contractor shall notify County, in writing, of any changes made to its business address, business telephone number and/or facsimile/FAX number as listed herein, or any other business address, business telephone number and/or facsimile/FAX number used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

17. **NOTICES**: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. The Director,

**Department of Coroner is authorized to execute all notices or demands which are required or permitted by County under this Agreement. Addresses and parties to be notified may be changed by providing at least ten (10) business days prior written notice to the other party**

**A. Notices to County shall be addressed as follows:**

- (1) Department of Coroner  
1104 N. Mission Road  
Los Angeles, California 90033  
Attention: Chief Medical Examiner-Coroner**
  
- (2) Department of Coroner  
1104 N. Mission Road  
Los Angeles, California 90033  
Attention: Director**
  
- (3) Department of Coroner  
1104 N. Mission Rd.  
Los Angeles, California 90033  
Attention: Sarah Ahonima**

**B. Notices to Contractor shall be addressed as follows:**

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\_\_\_\_\_  
**Print Name**

**Title** \_\_\_\_\_  
**(AFFIX CORPORATE SEAL)**

**APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
RAYMOND F. FORTNER  
COUNTY COUNSEL**

**ADDITIONAL PROVISIONS**

**DEPARTMENT OF CORONER**

**AGREEMENT FOR HOSPITAL STAFF PHYSICIANS  
TO PERFORM CORONER'S AUTOPSIES**

**ADDITIONAL PROVISIONS**

**DEPARTMENT OF CORONER**

**AGREEMENT FOR HOSPITAL STAFF PHYSICIANS  
TO PERFORM CORONER'S AUTOPSIES**

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**ADDITIONAL PROVISIONS**

**DEPARTMENT OF CORONER**

**AGREEMENT FOR HOSPITAL STAFF PHYSICIANS TO  
PERFORM CORONER'S AUTOPSIES**

1. **ADMINISTRATION**: Coroner shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director, Department of Coroner ("Director"), or to authorized Federal, State, County, and local governmental representatives the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its business offices, facilities, and/or County work site areas for contractual compliance at any reasonable time.

2. **NONDISCRIMINATION IN SERVICES**: Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or condition of physical or mental handicap, or in any manner on the basis of a client's sexual orientation in accordance with requirements of Federal and State laws. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in

order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation.

In addition, Contractor's facility access for the handicapped must fully comply with Section 504 of the Federal Rehabilitation Act of 1973 and Title III of the Federal Americans with Disabilities Act of 1990.

**3. NONDISCRIMINATION IN EMPLOYMENT:**

A. Contractor certifies and agrees, pursuant to the Federal Rehabilitation Act of 1973, the Federal Americans with Disabilities Act of 1990, and all other Federal and State laws, as they now exist or may hereafter be amended, that it, its affiliates, subsidiaries, or holding companies, will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation.

Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with Federal and State laws. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.**

**B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of Federal and State laws.**

**C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.**

**D. Contractor certifies and agrees that it shall deal with its bidders or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of Federal and State laws.**

**E. Contractor shall allow Federal, State, and County representatives duly authorized by Director access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.**

**F. If County finds that any of the provisions of this Paragraph have been violated, the same shall constitute a material breach of Agreement upon which County may determine to cancel, terminate, or suspend, this Agreement. While County reserves the right to determine**



independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provision of this Agreement.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Agreement, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

4. **FAIR LABOR STANDARDS ACT:** Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees, and agents from 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 Contractor's employees for which County may be found jointly or solely liable.

5. **EMPLOYMENT ELIGIBILITY VERIFICATION:** Contractor 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. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations, as they currently exist and as they may be hereafter amended. Contractor shall retain such

documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor 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.

6. **TISSUE HANDLING, STORAGE AND USE**

All parties to this Agreement agree and acknowledge that by acceptance, that any of the tissue relating to the dissections or autopsies performed by Contractor or Contractor's physicians on behalf of Coroner are the property of the County of Los Angeles and are not to be used by Contractor for any purpose other than in compliance with the Agreement herein.

7. **STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE:**

Contractor shall require that no employee or other person under Contractor's control performs services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

8. **UNLAWFUL SOLICITATION:** Contractor shall inform all of its officers and employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of 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 provisions by its officers and employees. Contractor agrees to utilize the attorney referral service of all those bar associations within Los Angeles County that have such a service.

9. **RECORDS AND AUDITS:**

**A. Service Records: Contractor shall maintain, and provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder.**

**B. Financial Records: Contractor shall prepare and maintain on a current basis complete financial records in accordance with generally accepted accounting principles and also in accordance with any additional accounting principles, procedures and standards, which may from time to time be promulgated by Director. Any such relevant records shall be sufficient to substantiate any charges billed to County in the performance of this Agreement. Further, to the extent there are any financial records of Contractor pertaining to this Agreement, including accurate books and records of accounts of its costs and operating expenses, and all records of services (including personnel provided), as well as other financial records pertaining to this Agreement, they shall be retained by Contractor for a minimum period of five (5) years following the expiration or prior termination of this Agreement. During such five (5) year period, as well as during the term of this Agreement, any such relevant records pertaining to this Agreement, or true and correct copies thereof, including but not limited to those records described above shall either: (1) be retained by Contractor, accessible for review by County representatives at a location in Los Angeles County, or (2) if retained by Contractor at a location outside of Los Angeles County, moved from such a location to a location within Los Angeles County for review upon Director's request, and made available during County's normal business hours within ten (10) calendar days to representatives of County, or Federal and State governments, for purposes of inspection and audit. In the event any such relevant records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, then Contractor shall permit such inspection or audit to take place at an agreed**

to outside location, and Contractor shall pay County for travel, per diem, and other costs related to such inspection and audit.

Contractor shall further agree to provide any such relevant records, when possible, immediately to County by facsimile/FAX, or through the Internet (i.e., electronic mail ["e-mail"]), upon Director's request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor shall agree to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

C. **Federal Access to Records:** If, and to the extent that, Section 1861 (v)(1)(I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x (v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, this Agreement, any relevant books, documents, and records of Contractor which are necessary to verify the nature and extent of any costs of services provided hereunder.

D. **County To Be Provided Audit Report(s):** In the event that an audit is conducted of Contractor specifically regarding this Agreement by any Federal or State auditor, or any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report with Director and County's Auditor-Controller within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided under this Agreement, or under applicable Federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s). Failure of Contractor to comply with these terms

shall constitute a material breach of this Agreement upon which County may cancel, terminate, or suspend this Agreement.

**E. Audit/Compliance Review:** In the event County representatives conduct an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Agreement and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

County may conduct a statistical sample audit/compliance review of any claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of such audit/compliance review at which time the results shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports.

Contractor shall have the opportunity to review County's findings on Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/ compliance review results to provide documentation to County representatives to resolve the audit exceptions.

**10. REPORTS:** Contractor shall make reports as required by County or Coroner concerning Contractor's activities and operations as they relate to this Agreement and the provision of services hereunder. In no event, however, may County or Coroner require such reports unless Director has provided Contractor with at least thirty (30) calendar days' prior

written notification thereof. Director's notification shall provide Contractor with a written explanation of the procedures for reporting the information required.

11. **CONFIDENTIALITY**: To the extent that Contractor may gain access hereunder to County patient records and information, Contractor shall maintain the confidentiality of such records and information from third parties, including but not limited to, billings and County records, in accordance with all applicable Federal, State, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Contractor shall inform all its officers, employees, agents, and others providing services hereunder of this confidentiality provision requirement. Contractor shall indemnify and hold harmless County, its officers, employees, agents, and subcontractors, from and against any and all loss, damage, liability, and expense arising out of any disclosure of records and information regarding a decedent case by Contractor, its officers, employees, agents, and others providing services hereunder. County shall indemnify, defend, and hold harmless Contractor, its officers, directors, employees, and agents from and against any and all loss, damage, liability, and expense arising out of any disclosure of records and information regarding a decedent case by County, its officers, employees, agents, and others providing services hereunder.

12. **LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES**: Contractor shall obtain and maintain in effect during the term of this Agreement, all appropriate licenses, permits, registrations, accreditations, and certificates required by all applicable Federal, State, and local laws, regulations, guidelines and directives, for the operation of its business and for the provisions of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder, obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations,

accreditations, and certificates required by Federal, State, and local laws, regulations, guidelines and directives, which are applicable to their performance hereunder. Upon Director's written request Contractor shall provide Director with a copy of each license, permit, registration, accreditation, and certificate, as required by all applicable Federal, State, and local laws, regulations, guidelines and directives, within ten (10) calendar days thereafter.

**13. INDEPENDENT CONTRACTOR STATUS:**

**A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, employees or agents of the other party for any purpose whatsoever.**

**B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its officers and employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, and local taxes, or other compensation, benefits, or taxes to, or on behalf of, any personnel provided by Contractor.**

**C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole liability and responsibility for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.**

14. **REQUIREMENT TO NOTIFY EMPLOYEES ABOUT FEDERAL EARNED**

**INCOME CREDIT ("EIC"):** Contractor shall notify its employees to inform them that they may be eligible for claiming Federal EIC as allowed under the Federal income tax laws. Such notification shall be provided in accordance with the requirements as set forth in the Department of Treasury Internal Revenue Service's ("IRS") Notice 1015, copies of which are available from the IRS Forms Distribution Center by calling 1-(800)-829-3676.

15. **COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:**

A. **CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD**

**SUPPORT COMPLIANCE PROGRAM** Contractor 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 Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term 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).



**B. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN**

**COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in the CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default 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 and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.**

**16. SAFELY SURRENDERED BABY LAW: In accordance with County's goal to encourage the safe surrender of an unwanted newborn(s) (i.e., a baby[ies] seventy-two [72] hours old or less) by a mother or person with lawful custody to a designated safe haven site (e.g., all hospitals with emergency rooms, County fire stations, County medical centers, etc.) without fear of litigation and to further ensure that no newborn baby is ever abandoned in Los Angeles County; Contractor shall agree to notify and provide to all of its officers, employees, and agents, information on the Safely Surrendered Baby Law (also known as the Newborn Abandonment Law or Safe Haven Law) and its implementation within Los Angeles County. Contractor shall request and obtain from Director information and notices for notifying its officers, employees, and agents, on County's implementation of the Safely Surrendered Baby Law, as it now exist or may hereafter be amended, from time-to-time, but no less than on an annual basis.**

**17. NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT:**

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 under this Agreement, provided, however, that Contractor may assign any or all of its rights and obligations under this Agreement for purposes of securing bond financing

18. **SERVICE DELIVERY SITE - MAINTENANCE STANDARDS:** Contractor shall assure that the location(s) (e.g., facility[ies]) where Contractor provides services under this Agreement, is/are operated at all times in accordance with all County and local 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 regulations relating to the property. County's periodic monitoring visits to Contractor's facility(ies) shall include a review of compliance with the provisions of this Paragraph.

19. **NOTICE OF DELAYS:** Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall within two (2) calendar days, give notice thereof, including all relevant information with respect thereto, to the other party.

20. **RESTRICTIONS ON LOBBYING:**

A. **Federal Certification and Disclosure Requirement:** If any federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. Section 1352) and any implementing regulations.

B. **County Lobbyists:** Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure

on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which Director may suspend or County may immediately terminate this Agreement.

**21. CONFLICT OF INTEREST:**

**A. No County officer or employee whose position in County enables such officer or employee to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such officer or employee shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement. No officer, employee, or agent of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval process for the award of this Agreement or any competing agreement, or ongoing evaluation of such services, under this Agreement or any competing agreement, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.**

**B. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons involved, or implicated, and a complete description of all relevant circumstances.**

**22. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent(s), will be allowed to evaluate Contractor's performance (including the performance of any party**

providing services on behalf of Contractor) under this Agreement as may be required from time-to-time for quality assurance purposes, but not less than on an annual basis. Such an evaluation will include, but not be limited to, assessing Contractor's compliance with all Agreement terms and performance standards. Any Contractor deficiencies or actions which are found to be in non-compliance with such terms and performance standards which Director determines are severe, or continuing, and that may place the performance of this Agreement in jeopardy if not corrected, will be immediately reported to County's Board of Supervisors by Director. The report will include a description of the quality improvement and/or corrective action measures to be taken by County and Contractor. If Contractor's performance does not improve after the initiation of such quality improvement and/or corrective actions, then County may impose other penalties as may be specified in this Agreement, or may terminate this Agreement immediately.

**23. TERMINATION FOR INSOLVENCY, DEFAULT, GRATUITIES, AND/OR IMPROPER CONSIDERATIONS, AND CONVENIENCE:**

**A. Termination for Insolvency: County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:**

**(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the federal Bankruptcy Law or not;**

**(2) The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;**

- (3) The appointment of a Receiver or Trustee for Contractor;
- (4) The execution by Contractor of an assignment for the benefit of creditors.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

**B. Termination For Default:** County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two (2) circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County for such similar services.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

C. **Termination For Gratuities and/or Improper Consideration:** County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Agreement, if it is found that gratuities or consideration in any form, were offered or given by Contractor, 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 making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

(Among other items, such improper gratuities and considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.)

D. **Termination For Convenience:** The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of

services hereunder shall be effected by delivery to Contractor of a ten (10) calendar day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

- (1) Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and
- (2) Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

Contractor for a period of five (5) years after final settlement under this Agreement, in accordance with Paragraph 10, Records and Audits, herein, retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder.

24. **GOVERNING LAW, JURISDICTION, AND VENUE:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor 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 the venue of any action (other than an appeal or an enforcement of a judgment) brought by Contractor, on Contractor's behalf, or on the behalf of any subcontractor, which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be exclusively in the courts of the State of California located in Los Angeles County, California.

25. **WAIVER**: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time-to-time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

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



# **EXHIBIT II**

**Exhibit II**

**AFFILIATION AGREEMENT  
FOR PHYSICIANS IN POSTGRADUATE TRAINING**

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Contract # \_\_\_\_\_

**AFFILIATION AGREEMENT  
FOR PHYSICIANS IN POSTGRADUATE TRAINING**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_,

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

and \_\_\_\_\_  
\_\_\_\_\_  
(hereafter "Contractor").

WHEREAS, pursuant to California Government Code Section 27491,  
County has established and operates a forensic pathology training  
program through its Department of Coroner; and

WHEREAS, Contractor owns and operates the hospital (s) or  
other health facility(ies) known as \_\_\_\_\_  
\_\_\_\_\_ located at \_\_\_\_\_  
\_\_\_\_\_; and

WHEREAS, Contractor operates physician postgraduate training  
program(s) and is in need of a program and facility for forensic  
pathology training; and

WHEREAS, Contractor and County have found it to be in the  
public and their mutual interest to, from time to time, provide an  
affiliation for contractor's physicians enrolled in postgraduate  
training (hereafter "Resident (s)") because contractor's physician

postgraduate training program does not possess sufficient or appropriate staff, facilities, or resources to properly train its own Residents in forensic pathology; and

WHEREAS, it is the purpose of this Agreement for the County and Contractor to affiliate and to provide for unilateral exchange of Contractor's Residents for purposes of benefiting Contractor's physician postgraduate training programs by providing Residents with specialized training in forensic pathology at the County of Los Angeles Department of Coroner and assist the Department of Coroner in discharging the Coroner's duty by providing valuable physician services from the Contractor's Residents incident to such specialized training hereunder; and

WHEREAS, this Agreement is authorized by California Government Code Section 31000 and otherwise;

NOW, THEREFORE, Contractor and County agree as follows:

1. TERM: The term of this Agreement shall commence on the date of approval by the Board of Supervisors and shall continue in full force and effect through June 30, 2009. This Agreement shall thereafter be automatically renewed for successive one-year periods without further action by the parties hereto.

In any event, this Agreement may be canceled or terminated at any time by either party, with or without cause, upon the giving of at least thirty (30) calendar days advance written notice to the other party. Further, either party may also suspend the

performance of training provided hereunder, in whole or in part, upon the giving of at least thirty (30) calendar days advance written notice to the other party. The notice shall set forth the extent of the suspension and the requirements for full restoration of the performance obligations.

Notwithstanding any other provision of this Agreement, the failure of either party or its officers, employees, or agents, to comply with any of the terms of this Agreement or any written directions by or on behalf of the other party issued pursuant hereto shall constitute a material breach hereto, and this Agreement may be terminated by the non-breaching party immediately. Either party's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

2. ADMINISTRATION: The Chief Medical Examiner-Coroner or his authorized designee (hereafter collectively "Coroner") shall have the authority to administer and monitor this Agreement on behalf of County. Contractor shall designate to Coroner in writing a person who shall have the authority to administer this Agreement on behalf of Contractor. Coroner and Contractor may, in writing, agree from time to time among themselves regarding the policies and procedures necessary to implement and otherwise carry out the purposes of this Agreement and shall provide copies of such writings to each other

in accordance with Paragraph 36 (Notices). Such policies shall be incorporated into this Agreement as Exhibits hereto.

Such policies and procedures shall include, but are not limited to:

A. Procedures to implement Paragraph 3 (Notification of Training Programs).

B. Policies regarding Resident training hours.

C. Policies regarding the certification of successful completion of a Resident's training, and the parties' rights and/or obligations as to submitting explanatory statements to the Accreditation Council for Graduate Medical Education, if applicable.

D. Policies regarding the availability of each party's services (e.g., laundry, telephone, etc.) to Residents.

E. Policies regarding the use of the County's property (e.g., keys, scrub suits, photo identifications, etc.) by Residents and the responsibility of Residents to return and/or account for such property.

3. NOTIFICATION OF TRAINING PROGRAMS: Coroner shall periodically notify the Contractor of its available postgraduate training positions and any prerequisites applicable to Residents who may be sent for training thereunder.

4. SELECTION OF RESIDENTS: Contractor shall select each participating Resident who shall meet all criteria established by



Coroner. Contractor's records regarding the education, training, and licensing of any participating Resident shall be furnished to Coroner upon request, provided that such Resident authorizes, in writing, such a release of records. Neither party shall send or receive any Resident without the prior written consent of both Coroner and Contractor, and such consent may be withheld by either Coroner or Contractor because of, among other reasons, such Resident's failure to authorize the release of Contractor's records.

5. RESIDENT HEALTH EXAMINATIONS: Contractor shall certify in writing that each Resident selected for participation is in good health, as evidenced by a complete health examination, including, but not limited to, immunization against communicable diseases, which is satisfactory to Coroner, and which is provided by Contractor at no cost to County.

Contractor shall certify in the same manner the satisfactory health status of any Resident after any absence of such Resident from participation in the training program at County's Department of Coroner facility caused by injury or illness before such Resident recommences participation in such training program.

6. TRAINING AND SUPERVISION: Coroner shall provide training and supervision of Contractor's Residents at the County's Department of Coroner facility. Such Residents shall perform Forensic Pathology physician services incident thereto for the

benefit of Coroner in the same manner as County Pathologists under the same or similar circumstances. Contractor and County shall affiliate in the manner described in Exhibit B, attached hereto and incorporated herein by reference.

7. RESTRICTION, TERMINATION, AND CERTIFICATION OF RESIDENT TRAINING:

A. Restriction: Coroner may impose restrictions (e.g., suspension from training program, requirement of supervision, limitation of clinical activities, etc.) on the training of any of Contractor's Residents by giving written notice of the nature and duration of such restriction to Contractor. Coroner shall send written reasons for such training restriction to Contractor within ten (10) days after the date any such restriction is imposed. The requirement of written notice and written reasons described in this Subparagraph A shall not limit the right of Coroner to impose immediate restrictions upon the professional activities of such Residents when required in the interests of the Coroner.

B. Termination: Coroner may immediately terminate the training of any of Contractor's Residents by giving written notice of such termination to Contractor. Coroner shall send written reason for such termination to Contractor within ten (10) days after the date of termination.

C. Certification of Training Completion: Coroner shall have the right to refuse to certify that a Resident of Contractor has

completed Coroner's training program. All certifications of successful completion of training programs and all refusals of certification shall be done in accordance with any policies and procedures regarding certification agreed upon pursuant to Paragraph 2 (Administration).

D. Procedures for Resident Disputes: Resolution of any dispute by any of Contractor's Residents against Contractor or County and Coroner as a result of any action taken by Contractor or Coroner under Subparagraphs A, B, or C above or otherwise, shall be the sole responsibility of Contractor and shall be in accordance with the policies and procedures, if any, established by Contractor. Upon written request of Contractor, Coroner shall cooperate and assist in such resolution by providing non-confidential records or information pertinent to such dispute and otherwise as appropriate and necessary.

8. LICENSES, PERMITS, REGISTRATIONS, AND CERTIFICATES:

Prior to sending any Resident to Department of Coroner, Contractor shall determine that such Resident has obtained all appropriate and necessary licenses, permits, registrations, and certificates provided for under Federal, State, and local law. Contractor shall also ensure that each such Resident maintains all such licenses, permits, registrations, and certificates in effect during such Resident's affiliation with the County at the County's Department of Coroner facility.

9. NONDISCRIMINATION IN SERVICES AND EMPLOYMENT:

Contractor shall not discriminate in the provision of services hereunder because of race, religion, national origin, ancestry, sex, age, or physical or mental handicap, marital status or political affiliation, in accordance with all applicable requirements of Federal and State law. Contractor's employment practices and policies shall also meet all applicable Federal and State nondiscrimination requirements. This Agreement is exempt from the provisions of Chapter 4.32 of the Los Angeles County Code, pursuant to Section 4.32.040(D) thereof.

10. RESIDENT COMPENSATION: Each Resident, during his/her affiliation at County's facility, shall receive his/her regular compensation (including all salary and other compensation and fringe benefits) solely from Contractor.

11. INDEPENDENT CONTRACTOR STATUS: This Agreement is by and between the County of Los Angeles and Contractor and 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 Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

Contractor shall be solely liable and responsible for providing to, or on behalf of, all Residents performing services pursuant to this Agreement all compensation and benefits. The County shall

have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

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

Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any Resident that sustains any injuries arising from or connected with any work performed by or on behalf of the Contractor or its Residents pursuant to this Agreement.

## 12. GENERAL INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Sarah Ahonima, 1104 N. Mission Rd., Los Angeles CA 90033 prior to

commencing services under this Agreement. Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Identify any deductibles or self-insured retentions for County's approval.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach

D. Notification of Incidents, Claims or Suits: Contractor shall report to County:

- (1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit

against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.

- (2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.
- (3) Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to the County contract manager.
- (4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

13 Insurance Coverage Requirements:

A. General Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with limits of not less than the following:

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

Each Occurrence: \$1 million

B. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "leased" vehicles.

C. Workers' Compensation and Employees' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident: \$1 million

Disease – policy limit: \$1 million

Disease – each employee: \$1 million

D. Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$2 million per occurrence and \$4 million aggregate. The Coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.

14. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, its elected and appointed officers, employees, and agents from and against any and



all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's or Contractor's Resident's acts and/or omissions arising from and/or relating to this Agreement.

County shall indemnify, defend, and hold harmless Contractor, its officers, directors, employees, agents, and Residents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with County's acts or omissions arising from and/or relating to this Agreement.

15. EMPLOYER OBLIGATIONS: County and Coroner shall not be, or be construed to be, the employer of Contractor's Residents for any purpose whatsoever. Contractor shall be solely liable and responsible for all employer obligations, if any, with respect to such Residents. Such obligations shall include, but are not limited to: payment of salary and all other compensation and fringe benefits; responsibility for Federal and State withholding taxes and Social Security taxes; compliance with and responsibility for all applicable Federal and State wage/hour obligations; unemployment benefits; disability benefits; and all other applicable taxes, benefits, and contributions to employment-related insurance and similar programs. In the event that County is for

any reason required to pay any such obligations, Contractor shall reimburse County for any and all amounts paid by County to meet such obligations.

16. STATUS OF RESIDENTS: Notwithstanding any other provision of this Agreement, the parties agree that each Resident shall at all times remain the Resident of Contractor. In this connection, and except as otherwise provided in Paragraph 7 (Restriction, Termination, and Certification of Resident Training), Subparagraph D (Procedures for Resident Disputes), Contractor's Residents shall at all times be subject to Contractor's administrative rules, regulations, and benefits, including disciplinary actions, vacation, sick leave, health insurance, and all other rights applicable to Contractor's employees. Each Resident shall, however, be expected to comply with all rules, regulations, and standards of the County's Department of Coroner. The parties shall cooperate to acquaint Residents with the rules and regulations of the County's Department of Coroner.

17. RECORDS: All records of each party in any way concerning the performance of this Agreement shall be available during normal business hours for inspections and audit by the other party and shall be maintained at a location in Southern California.

18. AUDIT REPORTS: In the event that an audit is conducted of Contractor by a Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, and such audit

results in a final report which contains information or conclusions relating to Contractor's performance of this Agreement, Contractor shall file a copy of any such audit report, or such portion thereof which is adequate to fully disclose such information or conclusions, with County's Auditor-Controller within thirty days after receipt thereof. County shall make a reasonable effort to maintain the confidentiality of any such audit report. Failure of Contractor to comply with the provisions of this Paragraph 18 shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement.

19. UNLAWFUL SOLICITATION: Contractor shall inform all of its employees of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the California Business and Professions Code (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 such provisions by its employees. Contractor agrees to utilize the attorney referral services of all those bar associations within the County of Los Angeles that have such a service.

20. REIMBURSEMENT PROGRAM CHANGES: Contractor may terminate this Agreement upon sixty days written notice to the other party if compliance with the provisions of this Agreement has any significant adverse affect, as determined in the sole discretion of

Contractor, on the reimbursement available to Contractor from any reimbursement program, whether public or private, results from any changes which may occur in the Medi-Cal program, the Medicare program, and/or other public or private health and/or hospital care insurance programs or policies. Contractor shall indicate such change and the basis upon which it has determined that such a significant adverse effect will result. In any case where such notice is provided, both parties shall negotiate in good faith during such sixty day period in an effort to develop a revised Agreement, which, to the extent reasonably practicable under the circumstances, will adequately protect the interests of both parties in light of the governmental or other program or policy changes which constituted the basis for the exercise of this Paragraph 20.

21. CONFIDENTIALITY: Each party shall maintain the confidentiality of all records, including, but not limited to, patient records, in accordance with all applicable Federal, State and local laws, ordinances, regulations, rules, and directives, relating to confidentiality. Contractor shall inform all of its Residents who may participate in any exchange hereunder of the confidentiality provisions of this Agreement.

22. RESIDENT AGREEMENTS: Contractor shall require its

Residents to execute the agreement attached hereto as Exhibit A, or any similar agreement, as a condition for participation in any exchange hereunder.

23. QUALITY OF SERVICES REVIEW: The parties agree to cooperate to the extent reasonably necessary and practicable in coordinating quality of services review activities relating to any service provided by any Resident exchanged hereunder.

24. THIRD PARTIES: The parties understand and agree that this Agreement establishes an affiliation between the County and Contractor hereto only for the purpose of benefiting the Contractor's training programs by providing Residents with specialized forensic pathology training in assisting in the discharge of the duties of the Coroner by receiving valuable physician services from Residents incident to such specialized training hereunder and that this Agreement is not intended, and shall not be construed, as providing any rights to, or expanding any rights of, any third party, including, but not limited to, any Resident.

25. COMPLIANCE WITH APPLICABLE LAW:

A. Each party shall comply with all Federal, State, and local laws, ordinances, regulations, rules, and directives applicable to its performance hereunder. Further, all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

B. Each party shall indemnify and hold harmless the other party from and against any and all loss, damage, liability or expense resulting from any violation on the part of the indemnifying party, its officers, employees, or agents, of such Federal, State or local laws, ordinances, regulations, rules, or directives.

26. GOVERNING LAW, JURISDICTION AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor 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, California.

27. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

28. DELEGATION AND ASSIGNMENT: Neither party shall delegate its duties or assign its rights hereunder, or both, either in whole or in part, without the prior written consent of the other party, and any prohibited delegation or assignment shall be null and void.

29. ALTERATION OF TERMS: The body of this Agreement and Exhibits A and B, attached hereto and incorporated herein by reference, fully express 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, employees, or agents, shall be valid and effective unless made in the form of a written amendment which is formally adopted and executed by the Contractor and Coroner in the same manner as this Agreement.

30. FAIR LABOR STANDARDS ACT: Contractor 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 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 Contractor's employees for which County may be found jointly or solely liable.

31. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all statutes and regulations regarding the employment of aliens and others, and that all persons performing services under this Agreement are eligible for employment in the United States. Contractor represents that it has

secured and retained all required documentation verifying employment eligibility of its personnel. Contractor shall secure and retain verification of employment eligibility from any new personnel in accordance with applicable law. Contractor shall indemnify, defend, and hold County harmless from any employer sanctions or other liability that may be assessed against Contractor or County by reason of Contractor's failure to comply with the foregoing.

32. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to county facilities, buildings, or grounds caused by Contractor or employees or agents or Residents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

33. TERMINATION FOR CONVENIENCE

This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of the parties' affiliation hereunder shall be effected by delivery to the Contractor by Coroner of a notice of termination that specifies the date upon which such termination



becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

34. NONEXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement between County and Contractor. This Agreement shall not preclude the County and its Department of Coroner from affiliating with other entities.

35. SUBCONTRACTING

The requirements of this Agreement may not be subcontracted by the Contractor. Any attempt by the Contractor to subcontract this Agreement may be deemed a material breach of this Agreement by County.

36. NOTICES: Notices hereunder shall be in writing and shall be personally delivered or mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the persons named. Coroner shall have the authority to issue all notices that are required or permitted by County hereunder. Addresses and persons to be notified may be changed by either party by giving ten days prior written notice thereof to the other party.

To Contractor: (1) \_\_\_\_\_

Attention: \_\_\_\_\_

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To County: Department of Coroner  
1104 North Mission Road  
Los Angeles, California 90033

Attention: (1) Chief Medical Examiner-Coroner  
(2) Director, Department of Coroner  
(3) Sarah Ahonima  
Administrative Services Manager

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by the Chief Medical Examiner-Coroner, and Director, Department of Coroner, and Contractor has 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  
Lakshmanan Sathyavagiswaran, M.D.  
Chief Medical Examiner-Coroner

Anthony T. Hernandez  
Director, Department of Coroner

Contractor

By

Title

(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
RAYMOND F. FORTNER  
COUNTY COUNSEL

**EXHIBIT A**

**AGREEMENT REGARDING PARTICIPATION IN AFFILIATED TRAINING PROGRAM**

In consideration of my eligibility to participate in affiliated physician postgraduate training programs established by \_\_\_\_\_ Hospital and other area health facilities with residency training, I, \_\_\_\_\_, hereby agree and consent to the following:

I acknowledge and agree that I will adhere to all policies, procedures, rules and regulations of any Department of Coroner facility in which I may receive training during my participation in such a training program. I agree to be bound by the procedures, if any, established by the Department of Coroner or

\_\_\_\_\_ Hospital to resolve any disputes, including disciplinary actions, between myself and

\_\_\_\_\_ Hospital or any Department of Coroner facility in which I may receive training pursuant to such a training program.

I acknowledge and agree that the Department of Coroner shall have the right to restrict or terminate my participation in such training program and/or to refuse to certify that I have

successfully completed such training program. I understand that any such restriction, termination or refusal to certify shall be based upon my actions and performance during such a training program and shall be taken in accordance with any and all relevant policies and procedures of such training program.

I authorize Los Angeles County Coroner to consult at any time with the administration and members of the faculty of any health facility or other medical educational institution with which I have been associated who may have information bearing on my professional competence, character, physical and mental health status, ethics, and other qualifications, as may reasonably be related to eligibility to perform services in such training health facilities. I hereby further consent to the release by the administration of

\_\_\_\_\_ Hospital  
to Los Angeles County Coroner of such records and documents relating to my education and training at

\_\_\_\_\_ Hospital as may be material to an evaluation of my professional qualifications and competence for satisfactory participation in any such health facilities' medical educational programs pursuant to such a training program. I hereby release from liability all representatives of

\_\_\_\_\_ Hospital and other health facilities in which I may receive

training hereunder, including their respective Professional Staffs and staff representatives, for their acts performed in good faith and without malice as an incident to any communication, action, proceeding, or review undertaken pursuant to this Agreement or otherwise related to my participation in such a training program. I further expressly agree that the above releases shall apply to any act, communication, report, recommendation, or disclosure; and with respect to the named parties in whose favor such releases are given, are intended to and shall include all their officer, employees, and agents; and that, in addition to the above specific releases, such parties shall be entitled, to the fullest extent permitted by law, to absolute immunity from liability arising from any such act, communication, report, recommendation, or other disclosure. In furtherance of the foregoing, I agree that, upon request of \_\_\_\_\_

\_\_\_\_\_ Hospital or Los Angeles County Coroner, I will execute releases in accordance with the tenor and import of this Agreement in favor of any individual or organization specified herein.

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I UNDERSTAND THAT MY EXECUTION OF THIS AGREEMENT INDICATES THAT I HAVE READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE FOREGOING AND BY ANY AND ALL PROVISIONS OF CALIFORNIA LAW APPLICABLE TO THE SUBJECT MATTER ADDRESSED HEREIN.

DATE: \_\_\_\_\_ NAME: \_\_\_\_\_

rdt:02/06/06  
AFFAAKE9.DBC

## EXHIBIT II

### MEMORANDUM OF UNDERSTANDING

1. **PROGRAM**

This Memorandum of Understanding ("MOU") is an educational agreement that sets forth important understandings and agreements between the Department of Pathology and Laboratory Medicine at Cedars-Sinai Medical Center ("Cedars-Sinai") and Los Angeles County Coroner's Office, ("AFFILIATE"). This MOU will be in effect from August 1, 2006 until March 31, 2010 and shall be subject to the terms and conditions contained in the Affiliation Agreement(s).

2. **RESPONSIBLE PERSONS**

At Cedars-Sinai:

Wesley S. Nichols, Jr., M.D.

Program Director, Cedars-Sinai Pathology and  
Laboratory Medicine

LeeTanya M. Marion-Murray

Administrative Contact, Cedars-Sinai Pathology  
and Laboratory Medicine

At LA County Coroner's Office:

Christopher Rogers, M.D.

Residency Supervisor, Los Angeles County  
Coroner's Office



Sarah Ahonima  
Administrative Contact, Los Angeles County  
Coroner's Office

**A. Responsibilities of Cedars-Sinai Program Director:**

Dr. Wesley Nichols develops curriculum, approves teaching staff and assigns residents to ensure an educational experience which meets the Program Requirements for Pathology and Laboratory Medicine of the Essentials of Accredited Residencies. The Program Director, working with the faculty, determines the educational goals and objectives to be achieved by rotations of residents to other institutions. The Program Director is responsible for the selection of residents and the overall coordination of the Pathology and Laboratory Medicine program.

**B. Responsibilities of Residency Supervisor at AFFILIATE:**

As Residency Supervisor at Los Angeles County Coroner's Office, Dr. Christopher Rogers is responsible for the day-to-day supervision and oversight of resident activities. This includes at least the following: compliance and monitoring of resident work hours to stay in compliance with ACGME and Cedars-Sinai policy (Exhibit II); daily and team scheduling; evaluation of residents; providing conflict resolution; offering educational sessions; adhering to Cedars-Sinai policies as specifically indicated in the Cedars-Sinai Policy and Procedure Manual; provision of adequate work conditions for residents as defined by the ACGME and Cedars-Sinai.

The teaching staff at AFFILIATE who are responsible for supervising residents during their rotations are

selected by Dr. Christopher Rogers with the concurrence of the Program Director.

**C. Responsibility of the AFFILIATE Institution:** The AFFILIATE will provide a work environment conducive to the educational goals and meeting the ACGME and Cedars-Sinai work environment requirements as indicated in the ACGME Institutional Essentials and Cedars-Sinai Policy. These will include at least parking, security, rest facilities, patient support services, effective laboratory and radiology information retrieval system, access to the internet and medical records.

**3. EDUCATIONAL GOALS AND OBJECTIVES**

Assignment of residents to AFFILIATE will contribute to their education by achieving the Goals and Objectives attached as Exhibit I. AFFILIATE agrees to provide the resources to meet these educational goals and objectives, and will monitor success in achieving them.

**4. ASSIGNMENTS**

Residents will be assigned to AFFILIATE in the following manner:

PGY 3's and 4's. One resident per month, rotation of one-month duration.

**5. BENEFITS**

Resident salary, benefits and professional liability insurance are provided and paid for by Cedars-Sinai. Residents will be under the general direction of the policies outlined in the Cedars-Sinai House Staff Manual to include, in part, policies related to benefits and leave time. AFFILIATE agrees to provide policies,

procedures, and facilities that meet the ACGME's Institutional Requirements, Section I.E. 3 Quality Assurance and II.D. Resident Supervision, Duty Hours and Work Environment.

Any exceptions to these policies will take effect only with a written agreement between the responsible officials of Cedars-Sinai and AFFILIATE and will be placed as an addendum to this MOU.

**6. RESPONSIBILITY FOR TEACHING, SUPERVISION AND EVALUATION OF RESIDENTS**

While at AFFILIATE, residents from Cedars-Sinai will receive supervision and instruction from active members of the AFFILIATE's faculty. Residents will be expected to behave as colleagues to the AFFILIATE's faculty, but will be supervised in all their activities commensurate with the complexity of care being given and the fellow's own abilities.

Residents will receive evaluations and feedback both formally and informally. AFFILIATE agrees to provide the Cedars-Sinai Program Director with written evaluations of the performance of the residents who participate in the program at the end of each rotation, or more frequently as agreed to with the Program Director.

Residents will have an opportunity to evaluate the faculty at AFFILIATE and the overall rotation in writing and also informally.

7. **POLICIES AND PROCEDURES FOR EDUCATION**

The Program Director at Cedars-Sinai is responsible for the oversight of all residency activities. While at AFFILIATE, the Cedars-Sinai resident will take an active role in availing himself/herself of all educational opportunities; but, the responsibility for teaching, supervision and the formal evaluation of the residents' performances are the duties of the AFFILIATE faculty as directed by Dr. Wesley Nichols. The educational policies and procedures governing resident activity will conform to the ACGME Essentials of Accredited Residencies including the Program Requirements and Institutional Requirements.

8. **SIGNATURES**

*Cedars-Sinai Medical Center*

*Los Angeles County Coroner's Office*

\_\_\_\_\_  
*Dr. Wesley S. Nichols                      Date*  
*Residency Program Director-Path*

\_\_\_\_\_  
*Dr. Christopher Rogers                      Date*  
*Residency Supervisor*  
*Los Angeles Co Coroner's Office*

\_\_\_\_\_  
*Dr. Mark S. Noah                              Date*  
*Medical Director, GME*

\_\_\_\_\_  
*Dr. Lakshmanan Sathyavagiswaran,*  
*Date \_\_\_\_\_*  
*Chief Medical Examiner-Coroner*  
*Los Angeles County Coroner's*  
*Office*

\_\_\_\_\_  
*Dr. Shlomo Melmed                              Date*  
*Senior VP for Academic Affairs*

\_\_\_\_\_  
*Anthony T. Hernandez                      Date*  
*Director - LAC Coroner's Office*

**Exhibit I**  
**GOALS & OBJECTIVES**

A. Goals and Objectives of the rotation are:

The resident shall learn about:

- The role of the medical examiner in the determination of the cause and manner of death
- The duties and jurisdiction of the coroner's office and its relationship to law enforcement
- The appropriate referral of cases to the Coroner's Office from the community
- The role of other sources of data helpful to the medical examiner including the toxicology lab, fingerprint and physical evidence, etc.
- The services that the medical examiner provides to the community and the decedents' families

B. The rotation will be scheduled as follows to meet the goals and objectives:

One-month rotation as follows:

- Daily assignment of autopsies to be conducted and signed out under the supervision of a deputy medical examiner
- Daily teaching conferences including neuropathology, forensic dentistry, and other general topics
- One scene investigation "ride-along"
- One court observation day

C. The monitoring that will be established to assure the Goals and Objectives are being taught and learned:

Completion by Dr. Rogers of a written evaluation form at the end of the rotation.

**Exhibit II**

**ACGME Work Hours and On Call Policy**

**1. DUTY HOURS**

Duty hours are defined as all clinical and academic activities related to the residency program, i.e., patient care (both inpatient and outpatient), administrative duties related to patient care, the provision for transfer of patient care, time spent in-house during call activities, and scheduled academic activities such as conferences. Duty hours do not include reading and preparation time spent away from the duty site.

- a. Duty hours must be limited to 80 hours per week, averaged over a four-week period, inclusive of all in-house call activities.
- b. Residents must be provided with 1 day in 7 free from all educational and clinical responsibilities, averaged over a 4-week period, inclusive of call. One day is defined as one continuous 24-hour period free from all clinical, educational, and administrative activities.
- c. Adequate time for rest and personal activities must be provided. This should consist of a 10-hour time period provided between all daily duty periods and after in-house call.

**2. ON CALL ACTIVITIES**

The objective of on-call activities is to provide residents with continuity of patient care experiences throughout a 24-hour period. In-house call is defined as those duty hours beyond the normal workday when residents are required to be immediately available in the assigned institution.

- a. In-house call must occur no more frequently than every third night, averaged over a four-week period.
- b. Continuous on-site duty, including in-house call, must not exceed 24 consecutive hours. Residents may remain on duty for up to 6 additional hours to participate in didactic activities, transfer care of patients, conduct outpatient clinics, and maintain continuity of medical and surgical care as defined in Specialty and Subspecialty Program Requirements.
- c. No new patients, as defined in Specialty and Subspecialty Program Requirements, may be accepted after 24 hours of continuous duty.

d. At-home call (pager call) is defined as call taken from outside the assigned institution.

1) The frequency of at-home call is not subject to the every third night limitation. However, at-home call must not be so frequent as to preclude rest and reasonable personal time for each resident. Residents taking at-home call must be provided with 1 day in 7 completely free from all educational and clinical responsibilities, averaged over a 4-week period.

2) When residents are called into the hospital from home, the hours residents spend in-house are counted toward the 80-hour limit.

3) The program director and the faculty must monitor the demands of at-home call in their programs and make scheduling adjustments as necessary to mitigate excessive service demands and/or fatigue.