



**THOMAS L. GARTHWAITE, M.D.**  
Director and Chief Medical Officer

**FRED LEAF**  
Chief Operating Officer

COUNTY OF LOS ANGELES  
DEPARTMENT OF HEALTH SERVICES  
313 N. Figueroa, Los Angeles, CA 90012  
(213) 240-8101

BOARD OF SUPERVISORS

**Gloria Molina**  
First District

**Yvonne Brathwaite Burke**  
Second District

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Fifth District

June 5, 2003

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

Dear Supervisors:

**EMERGENCY MEDICAL TECHNICIAN-PARAMEDIC  
SERVICE PROVIDER AGREEMENTS**  
(All Districts) (3 Votes)

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Director of Health Services, or his designee, to sign agreements, substantially similar to Exhibit I, following signature by officials of authorized representatives of 14 private and public paramedic providers listed in Attachment A, and a Memorandum of Understanding with the Los Angeles County Sheriff's Department, effective July 1, 2003 through June 30, 2008.
2. Approve and instruct the Director of Health Services, or his designee, to offer a form agreement, substantially similar to Exhibit I, to any future City ambulance company requesting approval to provide paramedic advanced life support services or to be used as a replacement agreement for existing paramedic providers that have previously signed paramedic provider agreements with the County.

**PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS:**

In approving these actions, the Board is authorizing the Director of Health Services, or his designee, to:

- sign agreements with the advanced life support provider agencies listed in Attachment A, effective July 1, 2003 through June 30, 2008.

- sign agreements with any future ambulance companies or cities requesting to provide paramedic advanced life support services, or to replace existing agreements with paramedic providers.

DHS is the local Emergency Medical Services (EMS) Agency and is responsible for the development and maintenance of the EMS System which includes the approval of paramedic providers in Los Angeles County. The renewal of the Advanced Life Support (ALS) agreements is part of the ongoing development of the County's EMS System.

FISCAL IMPACT/FINANCING:

None.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Under provisions of Section 1797, et seq., of the California Health and Safety Code, the County maintains an advanced life support (ALS) system under which paramedics provide emergency medical care to the sick and injured at the scene of an emergency, during transport to a general acute care hospital, during interfacility transfer, while in the emergency department of a general acute care hospital, until patient care responsibilities are assumed by the regular staff of the hospital, and during training within the facilities of a participating general acute care hospital.

The California Code of Regulation, Section 100168 (b) (4), requires approved paramedic provider agencies to have a written agreement with the local EMS Agency to participate in the ALS program and to comply with all applicable State regulations and local policies and procedures, including participation in the local EMS Agency's quality assurance program.

Currently, each of the public and private paramedic providers is under an existing paramedic provider agreement all of which will expire on June 30, 2003.

CONTRACT PROCESS:

The services provided under the recommended agreements were not advertised on the Office of Small Business Countywide Web Site because these agreements are required by State regulation.

IMPACT ON CURRENT SERVICES:

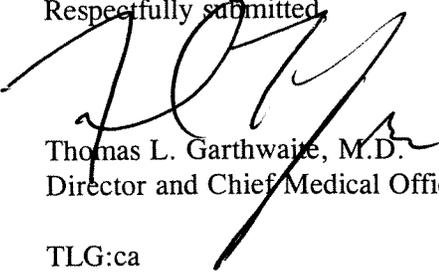
There is no projected impact on current services.

The agreements will permit the County to effectively maintain and monitor the County's ALS system. It may also allow for the utilization of Standing Field Treatment Protocols (SFTPs), which are specific ALS treatment protocols to be provided given certain patient conditions without the customary instruction by the base hospital, by the respective paramedic providers if they meet all requirements established by the EMS Agency and are approved by the EMS Agency to utilize SFTPs.

The Honorable Board of Supervisors  
June 5, 2003  
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When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

TLG:ca

Attachments (1)

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors  
Director, Emergency Medical Services  
Emergency Medical Services Commission  
Auditor-Controller

BLETCD2879.CBA  
cba:05/19/03

SUMMARY OF AGREEMENT

1. TYPE OF SERVICE:

Prehospital care, advanced life support (paramedic) services.

2. AGENCY ADDRESS AND CONTACT PERSON:

Americare Ambulance Service  
820 W. Lomita Boulevard  
Harbor City, CA 90502  
Attention: Mike Summers  
Telephone/Facsimile (FAX): (310) 835-9390/(310) 835-9823

AmbuServe Ambulance, Inc.  
13105 South Crenshaw Boulevard  
Hawthorne, CA 90502  
Attention: Melissa Harris  
Telephone/Facsimile (FAX): (310) 644-0500/(310)664-0500

American Medical Response  
20101 Hamilton Ave., Suite 300  
Torrance, CA 90502  
Attention: Mr. David Munson  
Telephone/Facsimile (FAX): (310) 851-7012/(310) 851-7013

APT Ambulance  
1227 S. La Brea Ave.  
Inglewood, CA 90301  
Attention: Mr. John Baer  
Telephone/Facsimile (FAX): (310) 846-6000/(310) 846-4009

Bowers Ambulance Service  
430 E. Pacific Coast Highway  
Long Beach, CA 90806  
Attention: Mr. Kenneth Arnold  
Telephone/Facsimile (FAX): (562) 599-3006/(562) 591-3681

Emergency Ambulance Service (EAS)  
3200 E. Birch St., Suite A  
Brea, CA 92821  
Attention: Mr. Phil Davis  
Telephone/Facsimile (FAX): (714) 990-1742/(714) 990-1495

Gerber Ambulance Service  
P.O. Box 3487  
Torrance, CA 90510  
Attention: Mr. Robert Gerber  
Telephone/Facsimile (FAX): (310) 533-1133/(310) 533-1837

Glendale Fire Department  
421 Oak Street  
Glendale, CA 91204  
Attention: Chief Christopher Gray  
Telephone/Facsimile (FAX): (818) 548-4814/(818) 547-1031

Guardian Ambulance Company  
1854 E. Corson Street, Suite 1  
Pasadena, CA 91107  
Attention: Mr. Lawrence Smith  
Telephone/Facsimile (FAX): (626) 792-3688/(626) 795-4627

Hall Ambulance Service  
1001 21<sup>st</sup> Street  
Bakersfield, CA 93301  
Attention: Mr. Harvey Hall  
Telephone/Facsimile (FAX): (661) 322-8741/(661) 334-1541

Los Angeles County Sheriff's Department  
130 S. Fetterly Avenue  
Los Angeles, CA 90022  
Attention: Sheriff Leroy Baca  
Telephone/Facsimile (FAX): (323) 526-5000/(323) 267-6600

Priority One Medical Transport  
8540 Archibald Street, Bldg. 18-D  
Rancho Cucamonga, CA 91730  
Attention: Mr. Michael Parker  
Telephone/Facsimile (FAX): (800) 600-3370/(909) 483-1230

Risher Ambulance Service  
14535 Valley View Ave. #G  
Santa Fe Springs, CA 90670  
Attention: Mr. Robert Risher, Sr.  
Telephone/Facsimile (FAX): (562) 692-6775/(562) 404-4545

San Gabriel Fire Department  
1303 S. Del Mar Ave.  
San Gabriel, CA 91776  
Attention: Chief Joseph Nestor  
Telephone/Facsimile (FAX): (626) 308-2886/(626) 280-6474

Schaefer Ambulance Service  
4627 Beverly Blvd.  
Los Angeles, CA 90004  
Attention: Mr. James McNeal  
Telephone/Facsimile (FAX): (323) 468-1620/(323) 463-0433

3. TERM:

Effective July 1, 2003 through June 30, 2008. The agreement may be cancelled by either party at any time by giving at least one-hundred-eighty (180) day advance written notice.

4. FINANCIAL INFORMATION:

There is no additional net County cost associated with the Department's recommended action.

5. GEOGRAPHIC AREAS SERVED:

All Supervisorial Districts.

6. ACCOUNTABILITY FOR PROGRAM MONITORING AND EVALUATION:

The County's local Emergency Medical Services (EMS) Agency, i.e., the Department's Emergency Medical Services Division.

7. APPROVALS:

Emergency Medical Services Division: Carol Gunter, Acting Director

Contracts and Grants Division: Riley J. Austin, Acting Chief

County Counsel (as to form): Edward E. Morrissey, Deputy County Counsel

BLETC2879.CBA

cba:05/19/03

EXHIBIT I

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

EMERGENCY MEDICAL TECHNICIAN-PARAMEDIC SERVICE PROVIDER AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

\_\_\_\_\_  
(hereafter "Provider").

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

WHEREAS, under the Act County has designated its Department of Health Services as the local Emergency Medical Services Agency (hereafter "EMS Agency"); and

WHEREAS, the EMS Agency approves paramedic provider agencies to render through licensed and accredited EMT-P personnel advanced life support level patient care in accordance with policies and procedures established by the EMS Agency and State EMS Authority; and

WHEREAS, Health and Safety Code and related regulations require Provider to have a written agreement with its local EMS Agency to participate in ALS Programs; and

WHEREAS, Provider desires to operate an ALS system in accordance with policies and procedures established by the EMS Agency; and

WHEREAS, Provider, by virtue of its qualifications pursuant to such approval process and its execution of this Agreement, is a County-approved ALS provider; and

WHEREAS, Provider has a quality assurance and improvement program approved by the EMS Agency; and

WHEREAS, the authority for entering into this Agreement is found in Health and Safety Code section 1797.252 and 1798; Government Code section 26227; and Title 22, California Code of Regulations sections 100167 and 100168; and

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

NOW, THEREFORE, the parties agree as follows:

1. BASIS AND PURPOSE: The basis of this Agreement is the desire and intent of the parties to cooperate in the operation of each party's component of the emergency medical care delivery system, consistent with each party's other health services activities and fiscal requirements and the duties and responsibilities of the County and its EMS Agency. Its purposes are to establish, in a manner reflective of that cooperative basis the designated rules of the EMS Agency and the Provider, (a) the specific rules, duties and responsibilities of the parties with respect to the matters addressed herein and (b) mechanisms and procedures for problem resolution.

With respect to Provider which is itself a duly incorporated City, this Agreement is not a written agreement between City and County (or the local EMS Agency) for the purpose of Health and Safety Code section 1797.201, and City does not waive or modify any rights it currently may enjoy under Section 1797.201 by its execution of this Agreement.

2. TERM:

A. The term of this Agreement shall become effective July 1, 2003, and it shall continue in full force and effect, unless sooner canceled, terminated, or suspended as provided herein, to and including June 30, 2008. This Agreement shall be reviewed, however, at least once every two (2) years by the parties' representatives, to ensure its applicability to then current conditions, policies, and protocols specific to the ALS program in Los Angeles County.

In any event, this Agreement may be canceled at any time by either party by the giving of at least one-hundred-eighty (180) calendar days advance written notice thereof to the other party.

B. County shall not be obligated by any provision of this Agreement during any of County's future fiscal years (July 1 - June 30) unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for such fiscal year. If County's Board of Supervisors fails to appropriate funds for any fiscal year, this Agreement shall be deemed to have terminated on June 30<sup>th</sup> of the prior fiscal year. Director of Department or his/her designee (hereinafter jointly referred to as "Director") shall notify Provider in writing of such non-allocation of funds at the earliest possible date.

3. ROLE OF THE EMS AGENCY:

A. Establish policies and procedures consistent with State and County laws, regulations, and standards. Distribute to Provider within sixty (60) calendar days of the execution of this Agreement upon request of a complete manual (Agency's Prehospital Care Policy Manual) containing all the EMS protocols and policies which the EMS Agency currently considers to be applicable to participants in the ALS system. The existing Prehospital Care Policy Manual is incorporated herein by reference. Policy updates will be distributed regularly.

B. Establish a quality improvement/assurance ("QI/QA") program as a means of evaluating EMT-P services provided. This QI/QA program shall include defined standards, evaluation methodologies, and utilization of evaluation results for continued system improvement. Such methods may include, but not limited to, a written plan describing the program objectives, organization, scope, and mechanisms for overseeing the effectiveness of the program.

C. Maintain a comprehensive system wide data collection system to facilitate both the quality assurance and improvement program of the EMS Agency as well as that of Provider.

D. Upon Provider's written request, supply Provider with pertinent EMS data specific to Provider, as well as appropriate system wide data.

E. Review the quality assurance and improvement program of Provider on a scheduled basis.

F. Assess Provider's compliance with this Agreement, policies and procedures of EMS Agency by performing scheduled annual or as-needed audits of Provider and other ALS provider agencies records and by periodically observing Provider's and other ALS provider agencies' ALS operations on a first-hand basis, through scheduled Advance Life Support (ALS) unit ride-alongs and Provider site surveys. Any deviation from the annual audit schedule shall be based on an as-needed basis upon consent of the Provider which shall not be unreasonably withheld.

G. Assign ALS Units of Provider to a designated base hospital after consultation with base hospitals and Provider. These assignments may be changed from time to time by Director after consultation with Provider and the concerned base hospitals.

ALS Units may be reassigned to another base hospital in those instances when a designated base hospital gives notice that it is withdrawing from the system, when a designated base hospital is suspended or terminated from the Prehospital care system, or

when Provider demonstrates that its ALS Unit would be better served by a different base hospital (e.g. communication problems). In the event reassignment occurs, Provider, if it believes the new assignment is inappropriate, shall be given an immediate opportunity to provide written and oral statements to the Medical Director of the EMS Agency in support of a different assignment.

H. Coordinate the Emergency Medical Services Commission ("EMSC") and its subcommittees so that the EMSC may analyze, review, and comment upon the EMS Agency policies and give advice to the Board of Supervisors and the Director of DHS regarding such policies.

I. Coordinate and staff the EMS Agency's Provider Agency Advisory and Base Hospital Advisory Committees in order to provide a regularly scheduled meeting forum for the exchange of ideas regarding ALS continuing education programs, training programs, licensure, certification and accreditation issues.

J. Coordinate and staff the EMS Agency's Medical Council in order to provide a regularly scheduled meeting forum which provides specialized medical advice to the Medical Director of the EMS Agency. Provider shall be represented by a currently licensed EMT-P selected by the Provider Agency Advisory Committee.

K. EMS Agency, after consultation with and advice from the EMSC's Data Advisory Committee, if duly constituted, shall continue to maintain a comprehensive EMS data collection system.

The EMS data collection system shall include:

- (1) Data collection file specifications.
- (2) A provider data collection procedure manual.
- (3) Generation of quarterly summary reports and

other reports requested by Provider.

(4) A standardized EMS Report Form provided to EMT-P Service providers at no charge. The current EMS Report Form is attached hereto as Exhibit I, and is incorporated herein by reference.

L. Designate one or more individuals within the EMS Agency with the primary responsibilities of communication and liaison with each provider with respect to matters affecting the ALS delivery system under the jurisdiction of the EMS Agency. Responsibilities also include:

(1) Periodic observational ride-alongs and attendance at meetings related to the EMS system.

(2) Conducting of an inventory inspection for each newly approved ALS Unit.

M. Provide EMT-P training at the Paramedic Training Institute so long as the program is approved by the Board of Supervisors. Public provider agencies will be given priority for class registration. Training spots are allocated on a "first come, first served basis" if more than one public provider is vying for a specific class. Provider may sponsor employees on a "space available" basis. Both public and private provider agencies are required to offset the cost of training at charges approved by the Board of Supervisors.

N. Provide continuing education classes for EMT-Ps on a periodic, as needed, basis. At times, specified continuing education will require mandatory attendance by all EMT-Ps. The EMS Agency will monitor and approve EMT-P continuing education classes offered by base hospitals.

O. The Medical Director of the EMS Agency shall establish and maintain medical control in the following manner:

(1) Prospectively, by assuring the development of written medical policies and procedures, to include at a minimum:

(a) Readily accessible treatment procedures that encompass the EMT-P scope of practice.

(b) Local medical control policies and procedures as they pertain to the EMT-P base hospitals, EMT-P service providers, EMT-P personnel, and the local EMS Agency.

(c) Criteria for initiating specified emergency treatments for use in the event of communication failure.

(d) Criteria for initiating specified emergency treatments, prior to voice contact.

(e) Requirements to be followed when it is determined that the patient will not require transport to the hospital by ambulance.

(f) Requirements for the initiation, completion, review, evaluation, and retention of a patient care record.

(2) Immediately, by providing for direct voice communication between EMT-P and an EMT-P base hospital physician or mobile intensive care nurse.

(3) Retrospectively, by providing for organized evaluation and continuing education for EMT-P personnel.

P. In concert with the County's Internal Services Department, assume on-going responsibility for the design,

development, timely implementation, and technical integrity of the Paramedic Communications System ("PCS"). In addition, responsibilities include maintenance and repair of County-owned equipment and the development of PCS communication equipment specification, operating procedures, and maintenance standards.

Q. Upon request of Provider, the Medical Director of the EMS Agency may provide the required authorization needed by Provider to purchase, store, and distribute medications and medical supplies required by Ref. No. 703, ALS Unit Inventory, provided that Provider complies with all aspects of Ref. No. 701, Supply and Resupply of Designated EMS Provider Units/Vehicles, in the Prehospital Care Policy Manual and in the provisions outlined in this Agreement under Additional Provisions. As an alternative, Medical Director may provide Provider with authorization for it to utilize its own Medical Advisor if he/she meets the requirements set forth in Ref. No. 411, Provider Agency Medical Advisor, of the Prehospital Care Policy Manual.

R. Upon request of Provider to utilize Standing Field Treatment Protocols ("SFTPs"), the EMS Agency shall permit Provider to utilize SFTPs, as set forth in Exhibit III, attached hereto and incorporated herein by reference, provided that Provider agrees to comply with all provisions specified in this

Agreement under Additional Provisions and policies related to SFTPs in the Prehospital Care Policy Manual.

4. RESPONSIBILITIES OF PROVIDER:

A. Eligibility Requirements: Provider shall meet at least one of the following:

(1) Be authorized to provide 9-1-1 emergency medical services within a City or unincorporated area of Los Angeles County, or both, by the appropriate governmental authority(ies) responsible for that area. This provider is referred to as the "Primary Provider" for that geographical area; or

(2) If provider is a private entity, be licensed by the County of Los Angeles as an ambulance operator.

B. Operational Requirements:

(1) Policies and Procedures: Provider shall implement the policies and procedures of the EMS Agency for the medical direction of prehospital care advanced life support personnel.

(2) Data Collection: Provider shall complete one Agency approved EMS Report Form (Exhibit I), for every EMS response and submit the form to the EMS Agency within twenty-one (21) calendar days of its completion. If

captured electronically, Provider shall enter the required data elements following the format specified in Exhibit II, attached hereto and incorporated herein by reference, within forty-five (45) calendar days, into the Trauma and Emergency Medicine Information System (TEMIS). If the EMS Agency is providing the software for data entry, all conditions for provision of TEMIS software, as listed in Exhibits III, IV, and V attached hereto and incorporated herein by reference, shall be satisfied by Provider. At such time that Provider captures the entire EMS Report Form electronically and has a quality improvement/assurance process in place to ensure ongoing capture, submission of a hard copy of the EMS Report Form to the EMS Agency may be discontinued. Exhibit VI, attached hereto and incorporated by reference, shall be completed and forwarded to the EMSA at the end of each month.

(3) Availability of Records: Provider shall submit copies of all records, tapes, run reports, and logs pertaining to prehospital care of patients and personnel involved in the prehospital care system upon the written request of the Medical Director of the EMS Agency or his/her designee(s). All such records, run reports, tapes, and logs

shall be retained in Los Angeles County by Provider for the period of time required by law and by Agency's Prehospital Care Policy Manual, Ref. No. 610, Retention of Prehospital Care Records. Copies of such records, run reports, tapes, and logs submitted to the Medical Director of the EMS Agency or his/her designee(s) hereunder may only be used for audit, investigation, or statistical analysis purposes. The Medical Director of the EMS Agency and his/her designees shall comply with all applicable State and Federal laws relating to confidentiality and shall maintain the confidentiality of copies of records, run reports, tapes, and logs submitted hereunder and shall disclose any such materials to third parties only if required by law to do so. Incident reports and other risk management reports prepared by Provider for its attorney(s), which are protected by the attorney-client privilege provisions of the Evidence Code, shall not be a subject of disclosure to Agency under this paragraph.

(4) ALS Program Monitoring: Provider shall permit scheduled periodic site visits by the representatives authorized by the EMS Agency Medical director and qualified to perform surveys and reviews including field observation

ride-alongs to ensure compliance with State laws and regulations, local policies and this Agreement.

(5) Record Retention: Provider shall retain the original copy of the EMS Report Form (labeled "Provider") for a minimum of seven (7) years, or if for a minor, at least one (1) year past the age of majority, whichever is greater.

(6) Supply and Resupply: Provider shall establish a mechanism to purchase, store, and distribute all medical supplies and pharmaceuticals identified in Ref. No. 703, ALS Unit Inventory (Exhibit VIII, attached hereto and incorporated herein by reference) and shall comply with the provisions of Ref. No. 701, Supply and Resupply of Designated EMS Provider Units/Vehicles (Exhibit IX, attached hereto and incorporated herein by reference), and all other applicable requirements for equipment and supplies as set forth in the Prehospital Care Policy Manual, reference No. 700 et seq. Provider may request the Medical Director of the EMSA to provide authorization for the purchase of these drugs and supplies. Provider shall not seek to resupply ALS Units or other vehicles with supplies from receiving hospitals.

(7) Approval of New ALS Units/Relocation of ALS Units: Request approval for each ALS Unit, assessment unit, or extension unit it desires to put into service. Any long term relocation of existing ALS staffed units shall be approved by the EMS Agency. The EMS Agency shall be notified of any reductions in the number of ALS staffed units.

(8) ALS Unit Staffing: Provider shall staff each approved ALS Unit with a minimum of two licensed and County accredited paramedics and shall comply with staffing requirements for assessment units and extension units as specified in the Prehospital Care Policy Manual. Provider may request approval from the EMS Agency to modify its delivery system in keeping with the intent and service level requirements of Ref. No. 408, Advance Life Support (ALS) Unit Staffing.

(9) Identification of ALS Vehicles and Personnel: Ensure that all ALS Units and paramedic personnel are visibly identified as such, wear on their uniforms standard State/EMS Agency paramedic insignia.

(10) Communication Equipment: Provider shall equip each approved ALS Unit with at least one portable radio

capable of voice communications with base hospitals and transportable to the patient's side. Each radio shall meet the technical requirements outlined in the Los Angeles County's Specification 2029, a copy which has heretofore been given Provider by the EMS Agency.

(11) Quality Improvement: Provider shall develop, implement, and maintain a quality assurance and improvement program approved by the EMS Agency to include a written plan describing the program objectives, organization, scope, and mechanisms for overseeing the ALS program and participate in the county wide quality improvement program. Provider will establish a policy, which addresses sentinel events and incorporated the use of "root cause analysis" and event resolution, which may include education, bulletin, structural changes, etc.

5. PROBLEM RESOLUTION:

A. Provider shall name specific individuals within Provider's agency who are authorized to assist the Medical Director with problem resolution under this Agreement and to respond to written requests of the Medical Director for information regarding any perceived problem within fourteen (14) calendar days.

B. Provider is encouraged to resolve normal day-to-day operational concerns directly with involved base hospitals, receiving hospitals, etc. If a problem is not resolved at this level, Provider may refer it to the EMS Agency for further review and action.

C. Problems perceived by Provider that have a system wide impact should be referred directly to the EMS Agency.

D. Provider shall report possible violations of the California Health and Safety Code section 1798.200 or any possible violation of California Health and Safety Code Section 1798.202 by Provider EMT-Is or paramedics directly to the Medical Director, as outlined in Ref. No. 214, Base Hospital and Provider Agency Responsibilities For Reporting Infractions or Performance Deficiencies, of the EMS Agency's Prehospital Care Policy Manual. The Medical Director of the EMS Agency is required to investigate any such allegations of violations.

E. Issues that cannot be resolved between Provider and the EMS Agency will be referred to the EMSC for review and recommendations.

F. Issues that cannot be resolved at the local level will be referred to the State EMS Authority for review and recommendations.

6. NONDISCRIMINATION: None of the parties to this Agreement shall employ discriminatory practices in the performance of the obligations hereunder not in the employment of personnel, or in any other respect on the basis of race, color, sex, age, religion, national origin, ancestry, or physical or mental handicap and shall at all times act in this regard in accordance with requirements of Federal and State law.

5. NONDISCRIMINATION AND AFFIRMATIVE ACTION:

With respect to a Provider which is not a governmental or other public entity, the following shall apply:

A. The Provider certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

B. The Provider shall certify to, and comply with, the provisions of Exhibit XIII - Provider's EEO Certification.

C. The Provider shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion,

ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: 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.

D. The Provider certifies and agrees that it will deal with its subProviders, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

E. The Provider certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

F. The Provider shall allow County representatives access to the Provider's employment records during regular business hours to verify compliance with the provisions of this Paragraph 7 when so requested by the County.

G. If the County finds that any provisions of this Paragraph 7 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Provider has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Provider has violated the anti-discrimination provisions of this Contract.

H. The parties agree that in the event the Provider violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8. NONEXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Provider. This Agreement shall not restrict (Department) from acquiring similar, equal or like goods and/or services from other entities or sources.

9. NOTICE OF DELAYS: Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

10. NOTICE OF DISPUTES: The Provider shall bring to the attention of the County Project Manager and/or County Project Director any dispute between the County and the Provider regarding the performance of services as stated in this Contract. If the County Project Manager or County Project Director is not able to resolve the dispute, the (Department Head), or designee shall resolve it.

11. SUBCONTRACTING:

A. The requirements of this Contract may not be subcontracted by the Provider without the advance approval of the County. Any attempt by the Provider to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

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

(1) A description of the work to be performed by the subProvider;

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

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

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

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

E. The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subProvider employees, providing services under this Contract. The Provider is responsible to notify its subProviders of this County right.

F. The County's Project Director is authorized to act

for and on behalf of the County with respect to approval of any subcontract and subProvider employees.

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

H. The Provider shall obtain certificates of insurance, which establish that the subProvider maintains all the programs of insurance required by the County from each approved subProvider. The Provider shall ensure delivery of all such documents to:

County of Los Angeles  
Department of Health Services  
Contracts and Grants Division  
313 N. Figueroa Street, 6<sup>th</sup> Floor East  
Los Angeles, California 90012

before any subProvider employee may perform any work hereunder.

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

mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200 and without limiting Hospital's duty under this Agreement to comply with all applicable provisions of law, Hospital warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC 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 or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Within thirty (30) calendar days of the effective date of this Agreement, Hospital shall submit to County's CSSD a completed Principal Owner Information ("POI") Form, Exhibit XIV, attached and incorporated herein by reference, along with certifications in accordance with the provisions of Section 2.200.060 of the County Code, that: (1) the POI Form has been appropriately completed and provided to the CSSD with respect to Hospital's Principal Owners; (2) Hospital has fully complied with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and (3) Hospital has fully

complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to maintain compliance. Such certification shall be submitted on the Child Support Compliance Program ("CSCP") CERTIFICATION, Exhibit XV, attached hereto and incorporated herein by reference.

Failure of Hospital to submit the CSCP Certification (which includes certification that the POI Form has been submitted to the CSSD) to County's CSSD shall represent a material breach of contract upon which County may immediately suspend or terminate this Agreement.

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

Failure of Hospital to maintain compliance with the requirements set forth in the HOSPITAL'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, shall constitute a default by Hospital under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice by County's CSSD shall be grounds upon which County's Board of Supervisors may terminate this Agreement pursuant to the Term and Termination Paragraphs of this Agreement.

14. HOSPITAL'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT: Hospital acknowledges that County places a high

priority on the enforcement of child support laws and the apprehension of child support evaders. Hospital understands that it is County's policy to encourage all County Hospitals to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Hospital's place of business. County's CSSD will supply Hospital with the poster to be used.

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

16. INDEPENDENT PROVIDER STATUS

A. This Contract is by and between the County and the Provider and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Provider. 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.

B. The Provider shall be solely liable and responsible

for providing to, or on behalf of, all persons performing work pursuant to this Contract 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 Provider.

C. The Provider understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Provider and not employees of the County. The Provider shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Provider pursuant to this Contract.

17. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME

CREDIT: The Provider shall notify its employees, and shall require each subProvider to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

18. RECYCLED BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Provider agrees to use recycled-content paper to the maximum extent possible on this Contract.

19. WAIVER: No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 19 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

20. TERMINATION FOR DEFAULT:

A. The County may, by written notice to the Provider, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- (1) Provider has materially breached this Contract;
- (2) Provider fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- (3) Provider fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either

case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

B. In the event that the County terminates this Contract in whole or in part as provided in Sub-Paragraph 20A, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Provider shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Provider shall continue the performance of this Contract to the extent not terminated under the provisions of this Sub-Paragraph 20B.

C. Except with respect to defaults of any subProvider, the Provider shall not be liable for any such excess costs of the type identified in Sub-Paragraph 20B, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Provider. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions,

strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Provider. If the failure to perform is caused by the default of a subProvider, and if such default arises out of causes beyond the control of both the Provider and subProvider, and without the fault or negligence of either of them, the Provider shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subProvider were obtainable from other sources in sufficient time to permit the Provider to meet the required performance schedule. As used in this Sub-Paragraph 20C, the terms "subProvider" and "subProviders" mean subProvider(s) at any tier.

D. If, after the County has given notice of termination under the provisions of this Paragraph 20, it is determined by the County that the Provider was not in default under the provisions of this Paragraph 20, or that the default was excusable under the provisions of Paragraph 20C, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 21, Termination for Convenience.

E. In the event the County terminates this Contract in its entirety due to the Provider's default as provided in Sub-

Paragraph 20A, the Provider and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Provider and the County agree that the County shall, at its sole option and in lieu of the provisions of Sub-Paragraph 20B, be entitled to liquidated damages from the Provider, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Provider to the County by cash payment upon demand or, at the sole discretion of the (Department), or designee, deducted from any amounts due to the Provider by the County, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract, and the Provider's payment of these liquidated damages shall not in any way change, or affect the provisions of Paragraph 24 - Indemnification.

F. The rights and remedies of the County provided in this Paragraph 20 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

21. TERMINATION FOR INSOLVENCY:

A. The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

(1) Insolvency of the Provider. The Provider shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Provider is insolvent within the meaning of the Federal Bankruptcy Code;

(2) The filing of a voluntary or involuntary petition regarding the Provider under the Federal Bankruptcy Code;

(3) The appointment of a Receiver or Trustee for the Provider; or

(4) The execution by the Provider of a general assignment for the benefit of creditors.

B. The rights and remedies of the County provided in this Paragraph 21 shall not be exclusive and are in addition to any

other rights and remedies provided by law or under this Contract.

22. CONFIDENTIALITY: Provider shall assure that each of its paramedic personnel shall read, understand, and sign the EMS Agency's standard confidentiality agreement Exhibit V attached to hereto and incorporated herein by reference. A copy of the signed form shall be maintained by Provider and made available to the EMS Agency staff for review upon request.

23. PROVIDER STATUS/PROVIDER EMPLOYEES: This Agreement is not intended, and shall not be construed, to create the relationship or agent, servant, employee, partnership, joint venture, or association, between either party to the Agreement.

Provider understands and agrees that all of its employees rendering prehospital emergency medical care services under this Agreement, for purposes of workers compensation liability, are employees solely of Provider and not of County.

24. INDEMNIFICATION: With respect to a Provider which is a duly incorporated City or other public entity: Pursuant to the provisions of section 895.4 et seq. of the California Government Code, each party agrees to defend, indemnify, and hold the other harmless from all loss, including attorney fees, or liability for injury or damage, actual or alleged, to person or property arising out of or resulting from the

indemnifying party's acts or omissions in the performance of this Agreement.

For all other providers: Each party shall indemnify, defend and hold harmless the other 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 the indemnifying party's acts and/or omissions arising from and/or relating to this Agreement.

25. GENERAL INSURANCE REQUIREMENTS: Without limiting Provider's indemnification of County, and during the term of this Agreement, Provider shall provide and maintain, and shall require all of its subProviders to 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 Provider's own expense.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Department Contract Administrator Name and Address, 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) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.

(5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Provider to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Provider to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

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 Provider 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 Provider resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Provider, County may deduct from sums due to Provider any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits: Provider 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 Provider and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.
- (2) Any third party claim or lawsuit filed against Provider

arising from or related to services performed by Provider under this Agreement.

(3) Any injury to a Provider 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 Provider under the terms of this Agreement.

E. Compensation for County Costs: In the event that Provider 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, Provider shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for SubProviders: Provider shall ensure any and all subProviders performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Provider providing evidence of insurance covering the activities of subProviders, or

(2) Provider providing evidence submitted by subProviders evidencing that subProviders maintain the required insurance

coverage. County retains the right to obtain copies of evidence of subProvider insurance coverage at any time.

G. If Provider is a public entity, a program of self-insurance providing equivalent coverage may be accepted at the County's Risk Manger discretion.

26. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on 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 "non-owned" 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 Provider is responsible. If Provider's employees will be

engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other federal law for which Provider 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 Provider, its officers or employees with limits of not less than \$2 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon expiration or earlier termination or cancellation of this Agreement.

26. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Provider, immediately terminate the right of Provider to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Provider, either directly or through an intermediary, to any County officer, employee, or agent with the

intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement or the making of any determinations with respect to Provider's performance pursuant to this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Provider as it could pursue in the event of default by Provider.

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

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

27. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION: Provider shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without prior written consent of County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph, County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim under this Agreement,

absent County's consent, shall not be paid by County. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which Provider may have against County and shall be subject to set off, recoupment, or other reduction for any claims which County may have against Hospital, whether under this Agreement or otherwise.

Shareholders or partners, or both, of Provider may sell, exchange, assign, or divest or otherwise transfer any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of Provider to any person(s), corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by County's Board of Supervisors shall be required. Any payments by County to Hospital on any claim under this Agreement shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgement, determines that the transferee(s) is (are) lacking in experience, capability, or financial ability to perform all Agreement services and other work. This in no way limits any County

right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

28. ADDITIONAL EXHIBITS: Attached hereto and incorporated herein by reference are Exhibits VII, X, XI, and XII.

29. COUNTY'S QUALITY ASSURANCE PLAN: The local EMS Agency will evaluate Provider's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Provider's compliance with all contract terms and performance standards. Provider deficiencies which the local EMS Agency determines are severe or continuing and that may place performance of Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Provider. If improvement does not occur consistent with the corrective action measure, County may terminate this Agreement or impose other penalties as specified in this Agreement.

30. DUE PROCESS:

A. Notice of Adverse Action Meeting: Provider shall be given prompt written notice by the Medical Director of any adverse action involving the paramedic provider program to the Fire Chief/Chief Executive Officer, the EMS Program Manager, the EMS Coordinator, and the Medical Advisor. The notice shall contain the specific alleged violations and the supporting factual basis

upon which the Agency's pending or proposed action(s) is/are based. Provider shall be afforded a right to request an informal meeting with the Medical Director before implementation of any actions. With the exception of summary suspension actions or a summary suspension with intent to terminate action, Fire Chief/Chief Executive Officer of Provider (or his designee) may, within thirty (30) calendar days from receipt of said notice by County, request in writing an informal meeting with the Medical Director for the purpose of clarifying any further details of the alleged violation(s), to permit the Provider an opportunity to appear and respond to said alleged violations or any proposed action by the Agency, and further to dispute any factual basis therefor. Should a situation occur requiring a summary suspension action or a summary suspension with intent to terminate action, an emergency meeting will be rapidly convened between the EMS Agency Medical Director and the Fire Chief/Chief Executive Officer, or his designee, to discuss the alleged violations and any pending or proposed action. Summary suspension will not occur unless Medical Director believes Provider may be engaging in a continuing course of conduct which poses an imminent danger to life or health of the public receiving or requesting medical services from it.

B. EMS Agency Informal Meeting Procedures: Upon receipt of

Provider's request for an informal meeting hereunder, the Medical Director shall schedule the meeting within ten (10) calendar days thereafter unless otherwise agreed upon in writing by both parties or unless an emergency meeting is being convened as outlined in Paragraph 30A. The purpose of the meeting shall be to discuss in detail any alleged violations, the basis for any pending or proposed action by the Agency, and any response or opposition to said action(s) by the Provider. Within ten (10) calendar days following the meeting (unless otherwise agreed to in writing) the Medical Director shall issue a written decision to Provider regarding any pending or proposed Agency action towards the Provider (which was the subject of the meeting), and in particular with respect to any decisions regarding any actual or proposed summary suspension of Provider's program.

C. Appeal from Decision of Medical Director: The Provider may appeal the decision from the Medical Director of the EMS Agency within thirty (30) days of receipt of the decision. Such appeal shall be in writing and addressed to the Director of the Department of Health Services. Upon receipt of such appeal, the Director of Health Services, or his/her designee, shall, within fifteen (15) calendar days, schedule a hearing which shall be attended by selected members of the EMS Agency staff and selected

representatives from Provider (in addition to the Director of his/her designee). The purpose of such hearing shall be to conduct an independent and de novo review of the basis for the decision. The Director shall independently review de novo the factual basis for any pending or proposed action taken by the EMS Agency against or adverse to Provider. The Director of Health Services may either sustain the Medical Director's decision or make recommendations to the Medical Director regarding any other disposition of the matter. Any decision of the Medical Director following recommendations from the Director of Health Services for another disposition of the matter shall include written findings to support any decision rendered. The decision of the Medical Director shall be deemed a final administrative decision for the purposes of any administrative or prerogative writ.

31. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) OF 1996: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ('HIPAA'). Hospital understands and agrees that, as a provider of medical treatment services, it is a 'covered entity' under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality

of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

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

"Hospital AND COUNTY UNDERSTAND AND AGREE THAT EACH IS INDEPENDENTLY RESPONSIBLE FOR HIPAA COMPLIANCE AND AGREE TO TAKE ALL NECESSARY AND REASONABLE ACTIONS TO COMPLY WITH THE REQUIREMENTS OF THE HIPAA LAW AND IMPLEMENTING REGULATIONS RELATED TO TRANSACTIONS AND CODE SET, PRIVACY, AND SECURITY. EACH PARTY FURTHER AGREES TO INDEMNIFY AND

HOLD HARMLESS THE OTHER PARTY (INCLUDING THEIR OFFICERS, EMPLOYEES, AND AGENTS), FOR ITS FAILURE TO COMPLY WITH HIPAA."

32. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW:

Hospital shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit XVI, attached hereto and incorporated herein by this reference, and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

33. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW:

Hospital acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Hospital understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Hospital's place of business. Hospital will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply Hospital with the poster to be used.

34. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage pre-paid, return receipt requested, to the parties at the following addresses and to the attention of the person named. Notices shall be deemed "given" on the date of actual personal delivery or on the date notices sent by certified or registered mail are signed. Medical Director of the EMS Agency shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by one party by giving at least ten (10) calendar days prior written notice thereof to the other.

A. Notices to County shall be addressed as follows:

To County: Department of Health Services  
Emergency Medical Services Agency  
5555 Ferguson Drive, Suite 220  
Commerce, CA 90022

Attention: Acting Director

Department of Health Services  
Contract and Grants Division  
313 North Figueroa Street, Sixth Floor East  
Los Angeles, CA 90012

Attention: Acting Division Chief

Auditor-controller  
Kenneth Hahn Hall of Administration  
500 West Temple Street, Room, 525  
Los Angeles, CA 90012

Attention: Director

B. Notices to Provider shall be addressed as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

COUNTY OF LOS ANGELES

PROVIDER

By \_\_\_\_\_  
Provider

By \_\_\_\_\_  
Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

\_\_\_\_\_  
Signature

By \_\_\_\_\_  
Acting Director, Emergency  
Medical Services Agency

\_\_\_\_\_  
Printed Name

APPROVED AS TO FORM  
OFFICE OF THE COUNTY COUNSEL  
LLOYD W. PELLMAN  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION

Department of Health Services

By \_\_\_\_\_  
Acting Chief, Contracts and  
Grants Division

AGREECD2880.CBA  
cba:05/20/03

**ADDITIONAL PROVISIONS  
EMT-PARAMEDIC SERVICE PROVIDER AGREEMENT**

1. STANDING FIELD TREATMENT PROTOCOLS (SFTP'S):

A. Under Title 22, California Code of Regulations, Section 100144(e), the Medical Director of the local EMS Agency ("Medical Director") may approve policies and procedures allowing an EMT-P to initiate any EMT-P activity without voice contact for medical direction from a physician or mobile intensive care nurse, provided that quality assurance and improvement measures are in place as specified in Section 100167 of such regulations.

B. The EMS Agency Medical Director has developed and approved specific Standing Field Treatment Protocols ("SFTP's"), whose titles are identified in Exhibit VII, which may be implemented by paramedic provider agencies specifically approved to utilize such protocols without voice contact for medical direction from a physician or mobile intensive care nurse.

C. Should Provider desire to utilize SFTP's for Provider paramedic units, Provider shall provide a written request to the Medical Director. Approval to utilize SFTP's will be based on Provider's ability and willingness to comply with all aspects of policies and procedures applicable to SFTPs and conditions of this Agreement.

D. Notwithstanding any other provision of this Agreement, the Medical Director may immediately suspend, in writing, Provider's authority to utilize SFTPs at any time if one or more of the following occur:

(1) If it is reasonably determined that the health and safety of prehospital patients is jeopardized by the continued utilization of SFTP's;

(2) If Provider's EMT-P's fail to comply with one or more SFTP's as promulgated by the EMS Agency;

(3) If Provider fails to comply with provisions of this Agreement of the policies and procedures contained in the EMS Agency's Prehospital Care Policy Manual pertaining to SFTP's;

(4) If Provider fails to comply with an corrective actions required by the EMS Agency which are necessary to continue utilization of SFTPs by one or more EMT-P; the length of suspension will be based upon the time necessary to take effective remedial action to remedy the problem, but shall not exceed one hundred eighty (180) calendar days. If a suspension continues for a period in excess of ninety (90) calendar days and Provider is unable to demonstrate to the Medical Director that it will be able to resume its participation appropriately within one hundred eighty (180) calendar days from the initial date of suspension, County may terminate Provider's authority to utilize SFTPs upon giving at least

sixty (60) calendar days prior written notice to Provider.

Suspension may affect all Provider's EMT-P personnel utilizing SFTPs or may be limited to one or more EMT-Ps.

If suspended, affected EMT-P personnel shall contact their assigned base hospital for patient care direction and on-line medical control provided under Ref. No. 808, Base Hospital Contact and Transport Criteria in the EMS Agency's Prehospital Care Policy Manual.

Notwithstanding the foregoing, Medical Director or Provider may cancel its Agreement to utilize SFTPs at any time giving at least sixty (60) calendar days prior written notice thereof to the other.

If the authority to utilize SFTPs is withdrawn, the Provider shall not utilize SFTPs and shall contact its assigned base hospital for patient care direction and on-line medical control as provided under Ref. No. 808, Base Hospital Contact and Transport Criteria in the EMS Agency's Prehospital Care Policy Manual.

E. Responsibilities of the Medical Director Relating to SFTPs: The Medical Director of the EMS Agency shall be responsible for the following regulating to SFTPs:

(1) In consultation with the SFTP Medical Advisors, develop and approve specific SFTPs for utilization by paramedics that are

consistent with State and County statutes, regulations, and standards.

(2) Provide adequate standardized training materials for paramedics who are employed by Provider that will enable them to properly utilize all SFTPs.

(3) Maintain a countywide continuous quality improvement program which addresses the utilization and evaluation of SFTPs by Provider.

(4) On a quarterly basis, provide compliance reports with pertinent SFTP data specific to Provider as well as data on SFTP compliance of all Providers utilizing SFTPs with Los Angeles County. All data submitted and/or utilized by either Provider or Agency shall be solely for the purpose of systemwide Continuous Quality Improvement (CQI) and shall be blinded in that it shall contain no names or identifiers relating to either Provider Agency(s) or individual paramedics within a Provider Agency.

(5) Assess Provider's compliance with SFTPs by means of scheduled annual audits of Provider's SFTP program. Any deviation from the annual audit schedule shall be based on agreement of both parties. A copy of the results of these SFTP audits and all recommended systemwide corrective actions related to Provider's use of SFTPs shall be given to Provider in a timely manner. Parties agree that only items pertaining to Agreement shall be reviewed during these

audits, unless otherwise agreed upon prior to site visit. Such site visits shall be scheduled no less than thirty (30) days prior to the actual visit to allow Provider sufficient time to assemble required materials.

(6) Assess the SFTP program by observing, on a first-hand basis, through prearranged ride-alongs and/or attendance of Provider's continuing education classes.

(7) Review in concert with the Fire Chief/Chief Executive Officer of Provider or approved designee, the Agreement at least once every two (2) years to ensure applicability to then current conditions, policies, procedures, and protocols specific to SFTPs.

(8) Notwithstanding any other provision of this Agreement, the Medical Director may immediately suspend this Agreement in writing if it is reasonably determined that the health and safety of prehospital patients is jeopardized by the continued utilization of SFTPs; Provider's EMT-Ps consistently or intentionally fail to comply with one or more SFTPs as promulgated by the EMS Agency; Provider fails to comply with provisions of this Agreement or the policies and procedures contained in the EMS Agency's Prehospital Care Policy Manual pertaining to SFTPs; Provider fails to comply with any corrective actions reported to Provider by the EMS Agency which are necessary to continue utilization of SFTPs.

(9) Suspension may, a) affect all of Provider's EMT-P personnel utilizing SFTPs or b) be limited to one or more of its EMT-Ps. Any action taken against Provider agency (all Provider's personnel) shall follow "Due Process" procedures as outlined in this Agreement.

(10) In all cases of suspension except summary suspension and summary suspension with intent to terminate, any actions regarding SFTPs taken against individual EMT-P personnel and involving State licensure shall follow State "Recommended Guidelines for Disciplinary Orders & Conditions of Probation" and include appropriate form(s) of notice to both affected personnel and Provider.

(11) Affected EMT-P personnel shall not utilize SFTPs and shall contact their assigned base hospital for patient care direction and on-line medical control provided under Ref. No. 808 in EMS Agency's Prehospital Care Policy Manual during the duration of the suspension.

(12) The length of suspension will be based upon the time required for the Provider to effectively implement the recommended corrective action, but shall not exceed one hundred-eighty (180) calendar days.

(13) Recommendations for corrective action will be made on a case-by-case basis. Provider may be required to provide adequate assurances of its ability to comply with the recommended action(s) in the event of a prolonged suspension (greater than 90 days).

(14)) REQUEST FOR RECORDS:

Medical Director agrees that data obtained from EMS reports submitted by Provider through normal channels shall be used for statistical analysis audit purposes only. Representatives of the Medical Director and/or the EMS Agency may request copies of EMS records, run reports, tapes, and/or logs associated with the utilization of SFTPs for investigative purposes provided that procedures for Due Process are followed as outlined in this Agreement. Representatives of the Medical Director or the EMS Agency shall comply with all applicable State and Federal laws relating to confidentiality and disclosure and shall maintain the confidentiality of copies of records, run reports, tapes, and logs submitted hereunder and shall disclose any such materials to third parties only if required by law to do so. Incident reports and other risk management reports prepared by Provider for its attorney(s), which are protected by the attorney-client privilege provisions of the Evidence Code, shall not be a subject of disclosure to Agency under this Paragraph.

(15) Failure on the part of County to perform any obligations, set forth in this Section E, or any other County obligation in this Agreement shall not bar County from exercising its rights with respect to Provider, or set forth in this Agreement.

F. RESPONSIBILITIES OF PROVIDER RELATING TO SFTP:

Provider hereby agrees to the following regarding SFTPs:

(1) Adhere to all policies and procedures of the EMS Agency pertaining to SFTPs as outlined in the Agency's Prehospital Care Policy Manual.

(2) Utilize only SFTPs approved and authorized by the Medical Director. Patients with signs/symptoms not covered by SFTPs shall be treated in accordance with established policies and procedures delineated in the Agency's Prehospital Care Policy Manual.

(3) Develop, implement, and maintain a continuous quality improvement program approved by the EMS Agency to include a written plan describing the program objectives, organization, scope, and mechanisms for overseeing the effectiveness of the SFTP program.

(4) Allow the Medical Director or designee(s) to assess Provider's compliance with SFTP program. Any deviation from annual audit schedule shall be based on agreement of both parties.

(5) Permit the Medical Director or designee(s) to assess the SFTP program by: observing, on a first-hand basis, through prearranged ride-alongs and/or attendance of Provider's continuing education classes.

(6) Maintain a designated physician medical advisor and/or nurse educator who is an MICN or MICN eligible, to provide medical

oversight of the utilization of SFTPs.

(7) Ensure that at least two working mechanisms, including, but not limited to, cellular or digital phones, radio and dispatch, are in place to identify hospitals on diversion and to notify receiving hospitals of the pending arrival of patients for whom SFTPs have been employed and base contact was not initiated for medical orders. The communication devices selected by Provider, other than those devices noted above, shall be approved by the EMS Agency. Any communication device approved by the EMS Agency for one provider agency shall be deemed approved for all provider agencies.

(8) Request for Records

Provide copies of all EMS records, run reports, tapes, and logs pertaining to use(s) of SFTPs as required by law and/or upon receipt of notice/request by the Medical Director or his/her designee(s). Provider agrees that data obtained from EMS reports submitted by Provider through normal channels shall be used for statistical analysis audit purposes only. Representatives of the Medical Director and/or the EMS Agency may request copies of the EMS records, run reports, tapes, and/or logs associated with the utilization of SFTPs for investigative purposes provided that procedures for Due Process are followed as outlined in this Agreement. Provider will, upon proper request and in a timely manner, submit copies to Agency

of EMS records, run reports, tapes, and/or logs associated with utilization of SFTPs in question.

(9) Provide copies of all EMS records, run reports, tapes, and/or logs associated with the utilization of SFTPs to the EMS Agency only after the Medical Director or designee(s) of the EMS Agency submits a written request to Provider stating the factual basis and reasons why such copies are necessary. Provider shall respond to the EMS Agency in a timely manner. All such records, run reports, tapes, and logs pertaining to utilization of SFTPs shall be retained in Los Angeles County by Provider for the period of time required by law and by Agency's Prehospital Care Policy Manual, Ref. No. 610. Copies of any such records, run reports, tapes, and logs submitted to the Medical Director or designee(s) hereunder may only be used for audit, investigation, or statistical analysis purposes.

(10) Ensure that all field personnel operating under SFTPs shall receive a standardized orientation class on SFTP treatment protocols approved by the Medical Director.

(11) Utilize SFTPs only when a paramedic rescue unit is staffed such that at least one of the EMT-Ps assigned to the unit has a minimum of one (1) year's experience as a paramedic and has received accreditation as an EMT-P in Los Angeles County and each member staffing the unit has received the standardized SFTP

orientation/training program. In the event Provider is unable to provide the staffing required for SFTP utilization in a paramedic unit, the paramedic unit shall not utilize SFTPs and shall contact its assigned base hospital for patient care direction and on-line medical control provided under Ref. No. 808 in the EMS Agency's Prehospital Care Policy Manual.

(12) Through the Fire Chief/Chief Executive Officer of Provider or designee, review Agreement as least once every two (2) years in concert with the Medical Director of designee to ensure applicability to then current conditions, policies, procedures, and protocols relating to SFTPs.

G. REVISIONS TO SFTPs:

(1) In all cases where the EMS Agency has proposed a revision to the SFTPs, the Fire Chief/Chief Executive Officer of Provider shall be given prompt written notice by Medical Director or his/her designee of the specific changes and basis upon which the Agency's action is based.

Provider shall be afforded a right to comment on the proposed changes and request a private meeting with the Medical Director before implementation of the proposed changes. The Fire Chief/Chief Executive Officer of Provider shall have thirty (30) calendar days following the receipt of such notice within which to

file with the Medical Director comments and a written request for such a meeting to discuss Provider's response to the Agency's proposed changes.

(2) Upon receipt of Provider request for meeting hereunder, the Medical Director shall schedule, within ten (10) calendar days after the receipt of the request, a meeting with Provider representatives to review the basis for the changes to the SFTPs.

(3) Within ten (10) calendar days following the meeting, the Medical Director shall issue a written decision to Provider regarding Agency action or proposed action.

AGREECD2880.CBA  
cba:05/20/03

EMS REPORT

Exhibit I

INCIDENT	Date	Inc #	Jur Sta	PD Unit #	1st on Scene	<input type="checkbox"/> No Pt <input type="checkbox"/> IFT <input type="checkbox"/> DOA <input type="checkbox"/> Pg 2 <input type="checkbox"/> Spec IFT					
	Inc. Loc							Pt of of # Pts			
	Street Number Street Name Type Apt # City Code Census Tract							Seq # Transported			
	Prov	ALS/BLS	Unit	Disp	Arrival	At Pt	Left	At Fac Avail			
	Team Member ID							NX49175 1			
								Age M <input type="checkbox"/> F <input type="checkbox"/>			
								Wt lb/kg ETH			
								Distress <input type="checkbox"/> Sev <input type="checkbox"/> Mod <input type="checkbox"/> Level <input type="checkbox"/> MilD <input type="checkbox"/> None			
								Complaint			
								Mechanism of Injury			
TRANS	Contact	Protocol	Protocol	Rec Fac	VIA	Trans To	Reason				
					<input type="checkbox"/> ALS <input type="checkbox"/> BLS <input type="checkbox"/> Heli <input type="checkbox"/> Pvt Veh <input type="checkbox"/> Police <input type="checkbox"/> Other <input type="checkbox"/> No Transport	<input type="checkbox"/> MAR <input type="checkbox"/> PeriNat <input type="checkbox"/> EDAP <input type="checkbox"/> Other <input type="checkbox"/> Trauma <input type="checkbox"/> PCCC	<input type="checkbox"/> No SC Req'd <input type="checkbox"/> SC Guide <input type="checkbox"/> Request <input type="checkbox"/> No SC Access <input type="checkbox"/> EXtremis <input type="checkbox"/> Health Plan <input type="checkbox"/> Criteria <input type="checkbox"/> Guideline <input type="checkbox"/> Judgement				
	<input type="checkbox"/> AMA <input type="checkbox"/> Code 3	Divert From: _____									
	Name/Last		First		MI	DOB	Phone ( )				
	Address				City		Zip	Total Mileage			
	Medi-Cal		Issue Date	Hospital ID		PMD Name		SS #			
	Medicare #		Issue Date	Insurance Co		Account #		<input type="checkbox"/> Poison Control Contacted			
	COMMENTS										
	GCS										
	Eyes _____										
Motor _____											
Verbal _____											
GCS Total _____											
<input type="checkbox"/> NorMal for pt / Age <input type="checkbox"/> ETOH/Drugs Suspected											
THERAPIES											
<input type="checkbox"/> NO Treatment <input type="checkbox"/> BLS PROCEDURE(S) TM #											
<input type="checkbox"/> AED-Analyzed _____											
<input type="checkbox"/> AED-Defibrillation _____											
<input type="checkbox"/> Bk Blows/Thrust _____											
<input type="checkbox"/> BVM _____											
<input type="checkbox"/> CPR _____											
<input type="checkbox"/> DRessings _____											
<input type="checkbox"/> EMT Exp Scope _____											
<input type="checkbox"/> Ice Pack _____											
<input type="checkbox"/> IV Monitoring _____											
<input type="checkbox"/> OXy _____ NC or M											
<input type="checkbox"/> OP/NP Airway _____											
<input type="checkbox"/> REstraints _____											
<input type="checkbox"/> Spinal Immobil _____											
<input type="checkbox"/> SPLint _____											
<input type="checkbox"/> SUction _____											
<input type="checkbox"/> Traction Splint _____											
<input type="checkbox"/> Other _____											
ALS PROCEDURE(S) TM #											
<input type="checkbox"/> Administer Meds _____											
<input type="checkbox"/> BLd Gluc _____											
<input type="checkbox"/> CARdioversion _____											
<input type="checkbox"/> CO2 Detec _____											
<input type="checkbox"/> DEFibrillation _____											
<input type="checkbox"/> EKG Monitoring _____											
<input type="checkbox"/> ET Intubation _____											
<input type="checkbox"/> ETC Intubation _____											
<input type="checkbox"/> FB Removal _____											
<input type="checkbox"/> IV Insertion _____ g											
<input type="checkbox"/> Monitor Ch Tubes _____											
<input type="checkbox"/> Monitor IV Meds _____											
<input type="checkbox"/> Needle CRico _____											
<input type="checkbox"/> Needle THoracost _____											
PAIN	ME										
	<input type="checkbox"/> Abd/Pelvic Pain <input type="checkbox"/> Chest Pain <input type="checkbox"/> GI Bleed <input type="checkbox"/> NOsebleed <input type="checkbox"/> SEizure <input type="checkbox"/> No Medical Complaint										
	<input type="checkbox"/> Allergic Reaction <input type="checkbox"/> PleUritic <input type="checkbox"/> Head Pain <input type="checkbox"/> OBstetrics <input type="checkbox"/> Shortness of Breath										
	<input type="checkbox"/> Altered LOC <input type="checkbox"/> Cough/Congestion <input type="checkbox"/> Local Neuro Signs <input type="checkbox"/> LABOR <input type="checkbox"/> NeWborn <input type="checkbox"/> SYncope <input type="checkbox"/> Inpatient Medical										
	<input type="checkbox"/> Apnea Episode <input type="checkbox"/> DYsrhythmia <input type="checkbox"/> Nausea/Vomiting <input type="checkbox"/> OD/POisoning <input type="checkbox"/> Weak/Dizzy <input type="checkbox"/> Other Pain										
	<input type="checkbox"/> BEHavioral <input type="checkbox"/> FEver <input type="checkbox"/> Near Drowning <input type="checkbox"/> Palpitations <input type="checkbox"/> VAginal Bleed <input type="checkbox"/> Other										
	<input type="checkbox"/> Cardiac Arrest <input type="checkbox"/> Foreign Body Obs. <input type="checkbox"/> Neck/Back Pain <input type="checkbox"/> Respiratory Arrest										
	TRAUMA										
	<input type="checkbox"/> No Apparent Injuries <input type="checkbox"/> BUrns/Shock <input type="checkbox"/> Inpatient Trauma										
	<input type="checkbox"/> Spinal Cord Inj. <input type="checkbox"/> Enc. Veh <input type="checkbox"/> Seat Belt <input type="checkbox"/> Air Bag <input type="checkbox"/> FALL <input type="checkbox"/> >15Ft										
<input type="checkbox"/> Minor Lac./ <input type="checkbox"/> Head <input type="checkbox"/> Abdomen <input type="checkbox"/> Pass Space Intrusion <input type="checkbox"/> ASSault <input type="checkbox"/> Electric Shock											
<input type="checkbox"/> Flail Chest <input type="checkbox"/> Facial/Dental <input type="checkbox"/> Diffuse Tend. <input type="checkbox"/> Surv. of Fatal Acc. <input type="checkbox"/> With Blunt Inst <input type="checkbox"/> STabbing <input type="checkbox"/> Hazmat Expos.											
<input type="checkbox"/> T. Pneumo <input type="checkbox"/> Neck <input type="checkbox"/> Genital/ButtockS <input type="checkbox"/> EJECTED from Vehicle <input type="checkbox"/> GSW <input type="checkbox"/> Thermal Burn											
<input type="checkbox"/> Trauma <input type="checkbox"/> Chest <input type="checkbox"/> Extremities <input type="checkbox"/> EXtrication Required <input type="checkbox"/> TRunk <input type="checkbox"/> SPorts											
<input type="checkbox"/> Arrest <input type="checkbox"/> Bet. Mid Clav <input type="checkbox"/> FRacture <input type="checkbox"/> S. I. Accidental <input type="checkbox"/> Work Related											
<input type="checkbox"/> Back <input type="checkbox"/> Amputations <input type="checkbox"/> Vs. Veh. <input type="checkbox"/> S. I. Intentional <input type="checkbox"/> UNknown											
<input type="checkbox"/> HeLmet <input type="checkbox"/> ANimal Bite <input type="checkbox"/> Other											
PHYS	PUPIL										
	<input type="checkbox"/> PERL <input type="checkbox"/> Normal <input type="checkbox"/> Unequal <input type="checkbox"/> JVD <input type="checkbox"/> Tidal Volume										
	<input type="checkbox"/> Unequal <input type="checkbox"/> Clear <input type="checkbox"/> Stridor <input type="checkbox"/> Normal <input type="checkbox"/> Normal										
	<input type="checkbox"/> PInpoint <input type="checkbox"/> Wheezes <input type="checkbox"/> Rales <input type="checkbox"/> Increased <input type="checkbox"/> Decreased										
	<input type="checkbox"/> Fixed & Dil. <input type="checkbox"/> RHonchi <input type="checkbox"/> Apnea <input type="checkbox"/> SKIN										
	<input type="checkbox"/> Normal <input type="checkbox"/> Flushed <input type="checkbox"/> BP _____										
	<input type="checkbox"/> Jaundiced <input type="checkbox"/> Hot <input type="checkbox"/> Resp _____										
	<input type="checkbox"/> Cyanotic <input type="checkbox"/> CoLd <input type="checkbox"/> GCS _____										
	<input type="checkbox"/> Pale <input type="checkbox"/> Diaphoretic <input type="checkbox"/> Total _____										
	V SIGNS										
Time	TM#	BP	Pulse	Resp	Time	TM#	EKG	Meds/Defib	Dose	Route	Result
		/					ε				
		/					ε				
		/					ε				
		/					ε				
AIRWAY											
<input type="checkbox"/> EMT AA <input type="checkbox"/> ET Size _____											
ET Att: #1 _____ #2 _____ #3 _____ (TM#) Success <input type="checkbox"/> Y <input type="checkbox"/> N											
ETC Att: #1 _____ #2 _____ #3 _____ (TM#) Success <input type="checkbox"/> Y <input type="checkbox"/> N											
<input type="checkbox"/> BS after Advanced Airway <input type="checkbox"/> Existing TRach											
Complications: _____											
ARRREST											
<input type="checkbox"/> DNR <input type="checkbox"/> EMTD											
Witnessed by: <input type="checkbox"/> Citizen <input type="checkbox"/> EMS _____ min to CPR											
CPR by: <input type="checkbox"/> Citizen <input type="checkbox"/> EMS <input type="checkbox"/> PULses with CPR _____ Time											
<input type="checkbox"/> Restoration of Pulse _____ Time											
<input type="checkbox"/> Resuscitation Discontinued by Base _____ Time											
Assessment after Therapies and/or Condition on Transfer:											
Narcotic wasted / Witness											
Total IV Fluids Received: _____ cc's											
Care Transferred To:	Transfer	Time	TM#	BP	Pulse	Resp	EKG	GCS			

# EMS REPORT

Exhibit II

INCIDENT INFORMATION	Date	Inc #	Jur Sta	PD Unit #	1st on Scene	No Pt	IFT	DOA	Pg 2	Spec IFT	
	Inc Loc	Street Number	Street Name	Type	Apt #	City Code	Census Tract	Team Member ID			
	Prov	ALS/BLS	Unit	Disp	Arrival	At Pt	Left	At Fac	Avail	#1	#2
										#3	#4
										#5	#6
										#7	#8
	Contact	Protocol	Protocol	Rec Fac	VIA		Trans To		Reason		
	<input type="checkbox"/> AMA <input type="checkbox"/> Code 3	<input type="checkbox"/> Divert From: _____	<input type="checkbox"/> ALS <input type="checkbox"/> BLS <input type="checkbox"/> Heli <input type="checkbox"/> Pvt Veh <input type="checkbox"/> Police <input type="checkbox"/> Other <input type="checkbox"/> No Transport	<input type="checkbox"/> MAR <input type="checkbox"/> PeriNat <input type="checkbox"/> EDAP <input type="checkbox"/> Other <input type="checkbox"/> Trauma <input type="checkbox"/> PCCC	<input type="checkbox"/> No SC Req'd <input type="checkbox"/> No SC Access <input type="checkbox"/> Criteria	<input type="checkbox"/> SC Guide <input type="checkbox"/> EXTremis <input type="checkbox"/> Guideline	<input type="checkbox"/> Request <input type="checkbox"/> Health Plan <input type="checkbox"/> Judgement				
	Name/Last				First	MI	DOB	Phone	Total Mileage		
	Address				City		Zip	SS #			
Medi-Cal	Issue Date	Hospital ID	PMD Name	Account #		Poison Control Contacted					
Medicare #	Issue Date	Insurance Co									

**Unless it is one of the nine (9) elements that has been circled, if it appears on the original EMS Report Form, it must be entered in the computer.**

COMMENTS	<input type="checkbox"/> Abd/Pelvic Pain <input type="checkbox"/> Allergic Reaction <input type="checkbox"/> Altered LOC <input type="checkbox"/> Apnea Episode <input type="checkbox"/> Behavioral <input type="checkbox"/> Cardiac Arrest	<input type="checkbox"/> Chest Pain <input type="checkbox"/> PleUritic <input type="checkbox"/> Cough/Congestion <input type="checkbox"/> DYsrhythmia <input type="checkbox"/> FEver <input type="checkbox"/> Foreign Body Obs.	<input type="checkbox"/> GI Bleed <input type="checkbox"/> Head Pain <input type="checkbox"/> Local Neuro Signs <input type="checkbox"/> Nausea/Vomiting <input type="checkbox"/> Near Drowning <input type="checkbox"/> Neck/Back Pain	<input type="checkbox"/> NOsebleed <input type="checkbox"/> OBstetrics <input type="checkbox"/> LABOR <input type="checkbox"/> NeWborn <input type="checkbox"/> OD/POisoning <input type="checkbox"/> PalpitationS <input type="checkbox"/> Respiratory Arrest	<input type="checkbox"/> SEizure <input type="checkbox"/> Shortness of Breath <input type="checkbox"/> SYNcope <input type="checkbox"/> Weak/Dizzy <input type="checkbox"/> VAginal Bleed	<input type="checkbox"/> No Medical Complaint <input type="checkbox"/> Inpatient Medical <input type="checkbox"/> Other Pain <input type="checkbox"/> Other _____
	<input type="checkbox"/> No Apparent Injuries <input type="checkbox"/> Spinal Cord Inj.	<input type="checkbox"/> BUrns/Shock <input type="checkbox"/> Inpatient Trauma	<input type="checkbox"/> M E C H I N J <input type="checkbox"/> Enc. Veh <input type="checkbox"/> Pass Space Intrusion <input type="checkbox"/> Surv. of Fatal Acc. <input type="checkbox"/> Ejected from Vehicle <input type="checkbox"/> Extrication Required <input type="checkbox"/> Ped/Bike vs. Vehicle <input type="checkbox"/> Motorcycle/Moped <input type="checkbox"/> Vs. Veh. <input type="checkbox"/> HeLmet	<input type="checkbox"/> Air Bag <input type="checkbox"/> ASSault <input type="checkbox"/> With Blunt Inst <input type="checkbox"/> STabbing <input type="checkbox"/> GSW <input type="checkbox"/> TRunk <input type="checkbox"/> S. I. Accidental <input type="checkbox"/> S. I. Intentional <input type="checkbox"/> ANimal Bite	<input type="checkbox"/> Fall <input type="checkbox"/> >15Ft <input type="checkbox"/> Electric Shock <input type="checkbox"/> Hazmat Expos. <input type="checkbox"/> Thermal Burn <input type="checkbox"/> SPorts <input type="checkbox"/> Work Related <input type="checkbox"/> UNKnown <input type="checkbox"/> OTHER	
	<input type="checkbox"/> PERL <input type="checkbox"/> Unequal <input type="checkbox"/> Pinpoint <input type="checkbox"/> Fixed & Dil.	<input type="checkbox"/> Normal <input type="checkbox"/> Clear <input type="checkbox"/> Wheezes <input type="checkbox"/> RHonchi	<input type="checkbox"/> Unequal <input type="checkbox"/> Stridor <input type="checkbox"/> Rales <input type="checkbox"/> Apnea	<input type="checkbox"/> JVD <input type="checkbox"/> Tidal Volume <input type="checkbox"/> Normal <input type="checkbox"/> Increased <input type="checkbox"/> Decreased	<input type="checkbox"/> Normal <input type="checkbox"/> Jaundiced <input type="checkbox"/> Cyanotic <input type="checkbox"/> Pale	<input type="checkbox"/> Flushed <input type="checkbox"/> Hot <input type="checkbox"/> CoLd <input type="checkbox"/> Diaphoretic
	<input type="checkbox"/> EMT AA ET Att: #1 ___ #2 ___ #3 ___ (TM#) ETC Att: #1 ___ #2 ___ #3 ___ (TM#) <input type="checkbox"/> BS after Advanced Airway Complications: _____	ET Size _____ Success <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> Existing TRach	<input type="checkbox"/> DNR Witnessed by: <input type="checkbox"/> Citizen <input type="checkbox"/> EMS _____ min to CPR CPR by: <input type="checkbox"/> Citizen <input type="checkbox"/> EMS <input type="checkbox"/> PUIses with CPR <input type="checkbox"/> Restoration of Pulse _____ Time <input type="checkbox"/> Resuscitation Discontinued by Base _____ Time	<input type="checkbox"/> EMTD <input type="checkbox"/> ET Intubation <input type="checkbox"/> ETC Intubation <input type="checkbox"/> FB Removal <input type="checkbox"/> IV Insertion _____ 9 <input type="checkbox"/> Monitor Ch Tubes <input type="checkbox"/> Monitor IV Meds <input type="checkbox"/> Needle CRico <input type="checkbox"/> Needle THoracost		

Assessment after Therapies and/or Condition on Transfer: \_\_\_\_\_

Narcotic wasted / Witness \_\_\_\_\_

Total IV Fluids Received: \_\_\_\_\_ cc's

Time	TM#	BP	Pulse	Resp	M E D S / D E F I B	Time	TM#	EKG	Meds/Defib	Dose	Route	Result

<b>PT INFO / ASSESSMENT</b>	
Pt ___ of ___ # Pts	Seq # <u>NX49175 1</u>
Transported	
Age _____	M <input type="checkbox"/> F <input type="checkbox"/>
Wt _____ lb/kg	ETH _____
Distress Level	<input type="checkbox"/> Sev <input type="checkbox"/> Mod <input type="checkbox"/> Mild <input type="checkbox"/> None
Complaint	_____
Mechanism of Injury	_____
Extricated @ _____	<input type="checkbox"/> Abuse Suspected
<b>GCS</b>	
Eyes	_____
Motor	_____
Verbal	_____
GCS Total	_____
<input type="checkbox"/> NorMal for pt / Age	
<input type="checkbox"/> ETOH/Drugs Suspected	
<b>THERAPIES</b>	
<input type="checkbox"/> NO Treatment	
<b>BLS PROCEDURE(S) TM #</b>	
<input type="checkbox"/> AED-Analyzed	_____
<input type="checkbox"/> AED-Defibrillation	_____
<input type="checkbox"/> Bk Blows/Thrust	_____
<input type="checkbox"/> BVM	_____
<input type="checkbox"/> CPR	_____
<input type="checkbox"/> DRessings	_____
<input type="checkbox"/> EMT Exp Scope	_____
<input type="checkbox"/> Ice Pack	_____
<input type="checkbox"/> IV Monitoring	_____
<input type="checkbox"/> OXy _____ NC or M	_____
<input type="checkbox"/> OP/NP Airway	_____
<input type="checkbox"/> REstraints	_____
<input type="checkbox"/> Spinal Immobil	_____
<input type="checkbox"/> SPLint	_____
<input type="checkbox"/> SUction	_____
<input type="checkbox"/> Traction Splint	_____
<input type="checkbox"/> Other _____	_____
<b>ALS PROCEDURE(S) TM #</b>	
<input type="checkbox"/> Administer Meds	_____
<input type="checkbox"/> BLd Gluc	_____
<input type="checkbox"/> CARdioversion	_____
<input type="checkbox"/> CO2 Detec	_____
<input type="checkbox"/> DEFibrillation	_____
<input type="checkbox"/> EKG Monitoring	_____
<input type="checkbox"/> ET Intubation	_____
<input type="checkbox"/> ETC Intubation	_____
<input type="checkbox"/> FB Removal	_____
<input type="checkbox"/> IV Insertion _____ 9	_____
<input type="checkbox"/> Monitor Ch Tubes	_____
<input type="checkbox"/> Monitor IV Meds	_____
<input type="checkbox"/> Needle CRico	_____
<input type="checkbox"/> Needle THoracost	_____

INCIDENT INFORMATION

TRANS

PT INFO

COMMENTS

COMPLAINTS

PHYS SIGNS

AIRWAY

COUNTY OF LOS ANGELES EMS PROVIDER AGENCY  
CONDITIONS FOR PROVISION OF TEMIS SOFTWARE

County, through it's EMS Agency, will:

1. Give Provider a nonexclusive, nontransferable, single user license to use TEMIS software and documentation and any software updates for as long as County maintains its software license contract with Lancet Technology, Inc. or until the Agreement is terminated. Such license entitles the Provider to copy TEMIS software and documentation for back-up or archive purposes only and does not give the Provider the right to sell, lease, sublease, donate, assign, distribute, or otherwise transfer any right in TEMIS software or documentation to any other person or entity.
2. In the event of errors in software, use reasonable efforts to promptly rectify the software. Whenever possible, County shall correct a problem in 24 hours or less. County shall have no such obligations if the problem(s) is a direct or indirect result of software modifications made without written approval from County.

In no event shall County be liable for any direct, indirect, incidental, or consequential damages of any nature whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of information and the like), arising out of the use or inability to use the software, even if County has been advised of the possibility of such damages. The County does not warrant that operations of the software will be uninterrupted or error-free or that all errors will be corrected.

3. Offer a minimum of 16 hours TEMIS basic software training (to include an EMS Data Collection and Form Training Manual) and 24 hours of advanced/refreshers training per year, for at least two persons from Provider, to enable Provider personnel to perform data entry, database maintenance, and basic report generation functions.

Provider will:

1. Install in a reasonably secure area and provide maintenance of personal computer (PC) peripherals meeting specifications shown in Exhibit IV, attached hereto and incorporated herein by reference.
2. Should County remove all or any portion of TEMIS software required to submit Provider data to County, or fail to correct any software errors which prevent Provider from being able to perform data entry, Provider's

obligation to submit data electronically shall cease, until County has reinstalled the necessary software or corrected the software errors.

3. Not modify the structure and/or function of the TEMIS application software. The software configuration provided shall be used exclusively for the purposes of EMS data collection.
4. Seek telephone assistance from County, whenever TEMIS operation failure occurs, to obtain County TEMIS software maintenance services.
5. Ensure that all software application modules and all material, documents, software programs and documentation, written training documentation and aids and other items provided by County are safeguarded and held in confidence. Such means shall include, but not be limited to requiring each Provider employee or agent given access to TEMIS software to enter into a written agreement in the same form identified as Exhibit V, attached hereto and incorporated herein by reference.
6. If it is reasonably determined by Director that any repair or recovery of software or data, to the extent deemed feasible by Director, was necessary due to theft or due to Provider's negligence, Provider shall reimburse County for the repair, replacement, or recovery cost at a maximum labor rate of \$50 per hour.

In the event that the agreement is terminated for any reason, County shall promptly remove all TEMIS software and the Provider shall return to County all TEMIS documentation (and all copies hereof made by Provider) provided by County to Provider.

## Lancet Applications v.4 System Requirements

This document identifies all hardware requirements necessary to run any and all of Lancet Applications v.4

Note: Regardless of the source of the hardware and third-party software, all hardware-related and third-party software-related issues will be resolved between the relevant manufacturer and your hospital. Lancet Technology, Inc. bears no responsibility for them.

### Network and Cabling

- 100 Mbps preferred, 10 Mbps required
  - IPX/SPX or TCP/IP protocol
- Other topologies (Token-Ring, FDDI, Gigabit Ethernet etc.) are also acceptable.

File Server - Optimal		Qty	Notes
Item			
• 1.8 GHz Pentium® III processor		1	
• 2 GB ECC SDRAM memory		2	
• Quad Channel RAID Controller		1	
• 36 GB Ultra2/LVD Hot Swappable SCSI Drive		6	Disk Drives
• 10/100 NIC Card		2	Network Interface Card (One for redundancy)
• Hot Swappable Redundant Power Supply (750W) and Cooling Fan		1	
• 40 GB Auto-loading Tape Drive		1	Backup Drive. Recommended Vendor: HP
• 40 GB Tapes		10	Backup Tapes
• 12x DVD Drive, 5.25" Internal		1	
• 15" Flat Panel Color Monitor		1	
• Backup Software		1	Recommended Vendors: Veritas / ArcServe
• Open Transaction/File Manager/Agent		1	Allows application to be backed up while running
• Anti-virus software		1	
• UPS		1	Recommended Vendor: APC Recommended backup time at half-load: 30 minutes
• UPS battery		1	Spare battery
• pcAnywhere		1	v10.5 recommended
• Oracle 8/8i -Standard / Enterprise Edition or MS-SQL Server 2000 SP2		1	

System Requirements

## Lancet Applications v.4 System Requirements

# System Requirements

File Server - Baseline		
Item	Qty	Notes
• 400 MHz Pentium-II processor	1	
• 256 MB RAM memory	1	
• 20 GB SCSI Drive	1	
• 10/100 NIC Card	1	
• 24 GB External Tape Drive	1	Backup Drive. Recommended Vendor: HP
• 24 GB Tapes	10	Backup Tapes
• 4x CD Drive, 5.25" Internal	1	CD Drive
• 15" Color Monitor	1	Monitor
• Backup Software	1	Recommended Vendors: Veritas / ArcServe
• Open Transaction/File Manager/Agent	1	Allows application to be backed up while running
• Anti-virus software	1	
• UPS		Recommended Vendor: APC Recommended backup time at half-load: 30 minutes
• pcAnywhere	1	v10.5 recommended
• Windows NT 4.0 or Windows 2000	1	
• Oracle 8/8i -Standard / Enterprise Edition or MS-SQL Server 2000 SP2	1	

# System Requirements

LANCET TECHNOLOGY, INC  
The Worldwide Leader in Medical Data Management Software

## Lancet Applications v.4 System Requirements

<b>Workstation - Optimal</b>		
<b>Item</b>	<b>Qty</b>	<b>Notes</b>
• 2.2 GHz Pentium® 4 processor	1	
• 1 GB RDRAM memory	1	
• 36 GB 10,000 RPM Ultra 160 SCSI Drive	1	
• 10/100 NIC Card	1	
• 12x DVD Drive, 5.25" Internal	1	
• 19" Flat Panel monitor	1	
• 64 MB DDR Video Card	1	
• Anti-virus software	1	
• pcAnywhere v10.5	1	
• Windows 2000 SP2	1	

## Lancet Applications v.4 System Requirements

Workstation - Baseline		
Item	Qty	Notes
• 233 MHz Pentium-II processor	1	
• 64 MB RAM	1	memory
• 1 GB IDE Drive	1	
• 10/100 NIC Card	1	Network Interface Card
• 4x CD Drive, 5.25" Internal	1	DVD Drive
• 15" Monitor	1	Monitor
• 4 MB RAM Video Graphics Card		
• Anti-virus software	1	
• pcAnywhere v9.2 or later	1	v10.5 recommended
• Windows 95, 98, NT 4.0 or 2000	1	Windows 2000 SP2 strongly recommended.

System Requirements

## Lancet Applications v.4 System Requirements

### Printers - Optimal

Item	Qty	Notes
• HP Laserjet 81000N Printer	4	32ppm
• 2000 Sheet Input Tray	4	

### Printers - Baseline

Item	Qty	Notes
• HP Laserjet 4050 Printer	4	17ppm
• 500 Sheet Input Tray	4	

#### Additional Notes:

- Lancet requires that pcAnywhere be loaded on all servers and, where applicable, uni secretary workstations and taskhandlers. In addition, we strongly recommend that it be loaded on all workstations.
- Please note that Oracle pricing/licensing is based upon the # of Servers, Processor Type, Process Speed, and # of Processors. As a result, the price is directly dependent on the server hardware. Please contact Oracle for more information on this.
- High volume sites using a Lancet application in real-time are strongly urged to use 1-2 Lancet Taskhandlers. For these machines, please refer to the workstation specifications.
- Customer is responsible for installing and configuring all operating systems and ba end databases.
- Computer technology is constantly changing. As a result, these recommendations (especially Optimal) are subject to constant change. Please call Lancet Technolog at 1.800.3.LANCET (352-6238) for details

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Printed in USA

System Requirements

**ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT  
REGARDING PROVIDER AGENCY DATA COLLECTION OBLIGATIONS**

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work associated with my employer's EMS data obligations. I agree to forward all requests of the release of any data or information received by me to my employer's TEMIS supervisor.

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

I agree that all TEMIS software application modules, and all modifications, enhancements, and revisions thereof and thereto, and all materials, documents, software programs and documentation, written training documentation aids, and other items provided to Provider by County for purposes of the Trauma and Emergency Medicine Information system (TEMIS) data collection shall be considered confidential. As such, I will refrain from reproducing, distributing, or disclosing any such confidential County products except as necessary to perform the Provider's EMS data collection obligation.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of which I become aware. I agree to return all confidential materials to my immediate employment with my employer, whichever occurs first.

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

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Signature)

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Print)

POSITION: \_\_\_\_\_

EXHIBIT VI

\_\_\_\_\_  
PROVIDER AGENCY

MONTHLY RUN VOLUME

Date Sent: \_\_\_\_\_

Month: \_\_\_\_\_

Number of 9-1-1 responses (hand count) \_\_\_\_\_

Entered in TEMIS:

All \_\_\_\_\_

Some (enter volume) \_\_\_\_\_

None \_\_\_\_\_

Please send to:

Emergency Medical Services Agency  
Attn: TEMIS Unit  
5555 Ferguson Dr., Suite 220  
Commerce, CA 90022

## STANDING FIELD TREATMENT PROTOCOLS

PROTOCOL CODE	PROTOCOL TITLE
ALS	General ALS
M2	Altered Level of Consciousness
M4	Chest Pain
M6	Hypertension
M7	Nontraumatic Abdominal/Pelvic Pain
M9	Overdose/Poisoning (Suspected)
M10	Respiratory Distress (Without Wheezing or Rales)
M11	Respiratory Distress (Basilar Rales)
M12	Respiratory Distress (Wheezing)
M13	Seizure (Adult)
M14	Stroke/Acute Neuro Deficits
M15	Syncope
P1	Active Labor/Emergency Childbirth (Mother)
P2	Emergency Childbirth (Newborn)
P5	Seizure (Pediatric)
T1	Burns
T2	Minor Trauma
T3	Major Trauma
T4	Traumatic Arrest

DEPARTMENT OF HEALTH SERVICES  
 COUNTY OF LOS ANGELES

(PARAMEDIC/MICN)  
 REFERENCE NO. 703

SUBJECT: ALS UNIT INVENTORY

PURPOSE: To provide a standardized minimum inventory on all Advanced Life Support (ALS) Units.

POLICY: ALS vehicles shall carry the following equipment. Reasonable variations may occur; however, any exceptions must have prior approval of the EMS Agency. Transport vehicles shall also be equipped and supplied according to the Department of the California Highway Patrol, California Administrative Code, Title 13.

MEDICATIONS* (minimum required amounts)			
Albuterol (pre-mixed with NS)	4	Dopamine	400 mgs
Activated charcoal (without Sorbital)	2	Epinephrine (1:1,000)	2 mgs
Adenosine	24 mgs	Epinephrine (1:10,000)	10 mgs
Amyl nitrite capsule	36 each	Furosemide	100 mgs
Aspirin (chewable 80 mg)	640 mgs	Glucagon	1 mg
Atropine sulfate (1 mg/ml or 0.4 mg/ml)	4 mgs	Lidocaine	400 mgs
Atropine sulfate (1 mg/10 ml)	6 mgs	Mark I auto injector kit	30 each
Calcium chloride	1 gm	Morphine sulfate	30 mgs***
Dextrose 25%	optional	Naloxone	4 mgs
Dextrose 50%	150 mls	Normal saline (for injection)	6 vials
Dextrose solution 100 gm (glucose paste may be substituted)	1	Nitroglycerin spray	1
Diazepam	20 mgs**	Sodium bicarbonate	50 mls
Diphenhydramine	100 mgs		

\*All sharps must comply with CCR, Title 8, section 5193, Bloodborne Pathogens  
 \*\*Diazepam carried on ALS Unit is not to exceed 50 mgs.  
 \*\*\*Morphine sulfate carried on ALS Unit is not to exceed 60 mgs.

INTRAVENOUS FLUIDS (minimum required amounts)			
1000 ml normal saline	8	250 or 500 ml normal saline	2

EFFECTIVE: 1-1-78  
 REVISED: 7-1-02  
 SUPERSEDES: 7-1-01

*[Handwritten signatures and initials]*

SUBJECT: ALS UNIT INVENTORY

(PARAMEDIC/MICN)  
REFERENCE NO. 703

SUPPLIES* (minimum required amounts)			
Adhesive dressing (bandaids)	1 box	Contaminated needle container	1
Airways - Nasopharyngeal		Cricothyrotomy needle and oxygen Modulator tubing**	1
Large, medium, small	1 each	Defibrillator with oscilloscope	1
Airways - Oropharyngeal		Defibrillator pads or paste	2
Large	1	Double Lumen Esophageal Tracheal Airway (ETC)	
Medium	1	small adult	1
Small	1	adult	1
Child	1	ECG Electrodes Adult and Pediatric	6 each
Infant	1	Endotracheal tubes with stylets	
Neonate	1	Sizes 6.0-8.0	2 each
Alcohol swabs	1 box	End Tidal CO <sub>2</sub> Detector or Aspirator (adult)	1
Backboards	2	Extraction device or short board	1
Bag-valve device with O <sub>2</sub> inlet and reservoir		Flashlight	1
Adult and Pediatric	1 each	Gauze sponges (sterile)	12
Bag-valve mask		Gauze bandages	5
Large	1	Gloves Sterile (M, L)	2 each
Medium	1	Gloves Unsterile	1 box
Small	1	Glucometer OR blood glucose strips/cotton balls	1 bottle/1 bag
Child	1	Hand-held nebulizer pack	2
Toddler	1	Hemostats, padded	1
Infant	1	Intravenous catheters	
Neonate	1	14G-22G	5 each
Burn pack or burn sheets	1	14G (2") or needle thoracostomy kit	2
Cervical collars (rigid)		Intravenous Tubing Blood/Shock	optional
Adult (various sizes)	4	Intravenous Tubing Microdrip	6
Pediatric	2	Macro drip	6
Communication Failure Protocol Quick Field Reference	1	Lancets, automatic retractable	5

SUBJECT: ALS UNIT INVENTORY

(PARAMEDIC/MICN)  
REFERENCE NO. 703

SUPPLIES* (minimum required amounts)		
Laryngoscope Handle		Resuscitator, with positive pressure demand valve (flow rate not to exceed 40L/min) optional 4
Adult	1	Saline locks 1
Pediatric	optional	Scissors 1
Laryngoscope Blades		Splints - cardboard (long and short) 2 each
Adult, curved and straight	1 each	Splints - traction (adult and pediatric) 1 each
Pediatric, Miller #1 and #	1 each	Suction Instruments
Magill Forceps Adult and Pediatric	1 each	8 Fr.-16 Fr. Catheters 1 each
Normal saline for irrigation	1 bottle	Tonsillar tip 1
Needle thoracostomy kit or 14 ga 2" angiocath	2	Suction Unit (portable) 1
OB pack and bulb syringe	1	Syringes 1 ml - 60 ml assorted
Oxygen cannulas	3	Sphygmomanometer
Oxygen Masks Adult and Pediatric	3 each	Adult/pediatric/thigh cuff 1 each
Pediatric Resuscitation Tape	1	Stethoscope 1
Personal Protective Equipment/ Body Substance Isolation Equipment		Tape (various types, must include cloth) assorted
mask, gown, eye protection	2 each	Tourniquets 2
Procedures Prior to Base Contact Field Reference No. 806.1	1	Vacutainer Tubes optional
Pulse oximeter	optional	Vaseline gauze 2
Radio transmitter receiver***	1	

\* All sharps must comply with CCR, Title 8, section 5193, Bloodborne Pathogens.

\*\*This is mandatory equipment effective December 1, 2000.

\*\*\*Los Angeles County Department of Communications, Spec. No. 2029/2031/2033.

This policy is intended as an ALS Unit inventory only. Supply and resupply shall be in accordance with Reference No. 701, Supply and Resupply of Designated EMS Provider Units/Vehicles.

CROSS REFERENCES:

- Prehospital Care Policy Manual,  
Reference No. 701, Supply and Resupply of Designated EMS Provider Units/Vehicles
- Reference No. 702, Controlled Drugs Carried on ALS Units
- Reference No. 712, Resuscitator Requirements for Ambulance, California Vehicle Code
- Reference No. 714, Recommended Ambulance Equipment, Highway Patrol Handbook 82.4

DEPARTMENT OF HEALTH SERVICES  
COUNTY OF LOS ANGELES

SUBJECT: SUPPLY AND RESUPPLY OF DESIGNATED  
EMS PROVIDER UNITS/VEHICLES

(PARAMEDIC)  
REFERENCE NO. 701

PURPOSE: To provide a policy for 9-1-1 provider agencies to procure, store and distribute medical supplies and pharmaceuticals identified in the ALS Unit Inventory that require specific physician authorization.

AUTHORITY: California Health and Safety Code, Division 10, California Uniform Controlled Substances Act, Chapter 3, Article 2, section 11122 (b) (9) and (10); and Division 2.5, Emergency Medical Services, Chapter 5, Medical Control, section 1798. California Code of Regulations, Title 22, Chapter 4, Article 6, section 100170, Medical Control.

DEFINITION: **Restricted Drugs and Devices:** Drugs and devices bearing the legend, "Caution, federal law prohibits dispensing without prescription," or "Federal Law restricts this device to sale by or the order of a physician," or words of similar import.

POLICY:

Responsibilities of Provider Agencies

- A. Each provider agency shall have a mechanism to procure, store and distribute its own restricted drugs and devices under the license and supervision of a physician, who meets one of the following criteria:
1. The Medical Director/Advisor of the provider agency. Medical Director/Advisor must meet the requirements specified in Ref. No. 411, Provider Agency Medical Director.
  2. The Medical Director of the EMS Agency.
  3. The Base Hospital Medical Director of provider agency's assigned base hospital.
  4. A physician licensed in the State of California and recommended by the provider agency who has received a Los Angeles County EMS system orientation given by the EMS Agency in conjunction with the provider agency.

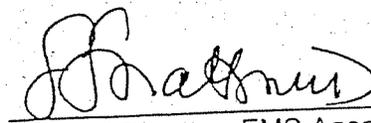
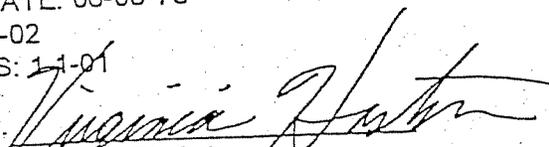
NOTE: Regardless of option selected, provider agency shall provide the EMS Agency with written concurrence from the respective physician that he/she will assume responsibility for providing medical authorization for procuring restricted drugs and devices.

EFFECTIVE DATE: 06-08-76

REVISED: 7-1-02

SUPERSEDES: 1-1-01

APPROVED:



Medical Director, EMS Agency

SUBJECT: SUPPLY AND RESUPPLY OF DESIGNATED  
EMS PROVIDER UNITS/VEHICLES

(PARAMEDIC)  
REFERENCE NO. 701

B. Mechanisms of procurement may include the following:

1. Procurement of restricted drugs and devices through a County-sponsored or other group buying arrangement, if feasible.
2. Procurement of restricted drugs and devices from a hospital that determines it has the legal authority to resell pharmaceuticals and supplies to a provider agency.
3. Procurement of restricted drugs and devices through another legally authorized source, including but not limited to, a pharmaceutical distributor or wholesaler.

C. Each provider agency shall have policies and procedures in place for the procurement, transport, storage, distribution and disposal of restricted drugs and devices. These policies shall be reviewed by the local EMS Agency and shall include, but are not limited to the following:

- 1.. Identification (by title) of individuals responsible for procurement and distribution.
2. A determination of reasonable quantities of supplies and pharmaceuticals that must be maintained to resupply ALS units between deliveries by distributor.
3. Maintenance of copies of all drug orders, invoices, and logs associated with restricted drugs and devices for a minimum of three years.
4. Procedures for completing a monthly inventory, which includes:
  - a. Ensuring medications are stored in original packaging;
  - b. Checking medications for expiration dates, rotating stock for use prior to expiration, and exchanging for current medications.
  - c. Properly disposing of expired medications that cannot be exchanged.
  - d. Accounting for restricted drugs and devices in stock and/or distributed to ALS units and other transport units.
  - e. Returning medications to the pharmaceutical distributor if notified of a recall.
5. Storage of drugs (other than those carried on the ALS unit itself) that complies with the following:
  - a. Drugs must be stored in a locked cabinet or storage area.
  - b. Drugs may not be stored on the floor. (Storage of drugs on pallets is acceptable.)
  - c. Antiseptics and disinfectants must be stored separately from

SUBJECT: SUPPLY AND RESUPPLY OF DESIGNATED  
EMS PROVIDER UNITS/VEHICLES

(PARAMEDIC)  
REFERENCE NO. 701

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- internal and injectable medications.
  - d. Flammable substances, e.g., alcohol, must be stored in accordance with local fire codes.
  - e. Storage area is maintained within a temperature range that will maintain the integrity, stability and effectiveness of drugs.
6. A mechanism for procuring, storing, distributing and accounting for morphine and diazepam that is consistent with the requirements outlined in Ref. No. 702, Controlled Drugs Carried on ALS Units.
- D. Provider agency shall develop, implement and maintain a quality assurance and improvement program approved by the EMS Agency, as required by the California Code of Regulations, Title 22, Section 100167, to include a written plan describing the program objectives, organization, scope, and mechanisms for overseeing the procurement, transport, storage, distribution, disposal, and administration of restricted drugs and devices.

CROSS REFERENCES:

Prehospital Care Policy Manual:

- Ref. No. 702, Controlled Drugs Carried on ALS Units
- Ref. No. 703, ALS Unit Inventory
- Ref. No. 704, Assessment Unit Inventory

DEPARTMENT OF HEALTH SERVICES  
COUNTY OF LOS ANGELES

SUBJECT: CONTROLLED DRUGS CARRIED ON ALS UNITS

(PARAMEDIC/MICN)  
REFERENCE NO. 702

PURPOSE: To ensure accountability for all controlled drugs issued to ALS units.

AUTHORITY: Health and Safety Code, Chapter 5, Section 1798  
California Business and Professions Code, Section 4005 and 4119  
Title 21, Code of Federal Regulations, Section 1301.71  
Title 22, California Code of Regulations, Section 72369,  
Pharmaceutical Service--Controlled Drugs

PRINCIPLES:

1. Effective controls and procedures are essential to guard against theft and diversion of controlled substances due to the risks associated with mishandling these drugs.
2. Controlled drugs will be restocked only with a full account of drugs administered, wasted, or lost.
3. Controlled drugs issued from County-operated pharmacies are intended for use within Los Angeles County except as otherwise specified in this policy. These County-issued controlled drugs remain the property of Los Angeles County after being issued to paramedic provider agencies and when carried on ALS units.

QUANTITIES OF CONTROLLED DRUGS TO BE CARRIED ON ALS UNITS:

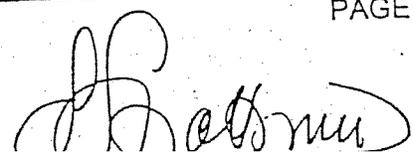
Morphine sulfate: 10 mg ampules, minimum amount 30 mg not to exceed 60 mg  
Diazepam (Valium): 10 mg ampules, minimum amount 20 mg not to exceed 50 mg

POLICY:

- I. Provider agencies may obtain controlled drugs through:
  - A. A County-operated hospital pharmacy utilizing the procedure outlined in this policy.
  - B. The Provider Agency Medical Director/Advisor, or other authorized physician who meets the qualifications of Reference No. 411, Provider Agency Medical Advisor, if s/he agrees to authorize such procurement.
- II. Controlled drug resupply through a County-operated hospital:
  - A. County (EMS Agency) responsibilities:
    1. Assign each provider agency that chooses to resupply controlled drugs through a County-operated hospital to one or more County facilities.

EFFECTIVE: 1-7-98  
REVISED: 10-1-02  
SUPERSEDES: 1-7-98

9/1, ... 7/A



2. Supply each provider with a locked bag in which to store controlled drugs while in transit between the pharmacy and the provider agency.
3. Resupply controlled drugs on a one-for-one basis utilizing the procedure outlined in this policy.
4. Report the theft or significant loss of any controlled substances to the Drug Enforcement Administration, whether or not the controlled substances are subsequently recovered and/or the responsible parties are identified and action taken against them.

B. Provider agency responsibilities:

1. Provide the County pharmacists with the names and original signatures of individuals authorized to pick up and deliver controlled drugs.
  - a. Submit a single list of names (not copies of driver's licenses or other ID cards) on departmental or company letterhead.
  - b. Update the list annually, no later than June 30<sup>th</sup>, and copy it to the EMS Agency.
2. Identify, in the provider agency's internal policy, one or more persons responsible for the key to the controlled drug transit bag. The County pharmacist will maintain a second key at the pharmacy.
3. Ensure that controlled drugs are not accessible to unauthorized personnel. Ensure adequate security to guard against theft and diversion during controlled drug transport and distribution.
4. Utilize County-issued controlled drugs outside of Los Angeles County only in the event of wildfires, disasters, terrorist responses or other unanticipated events.

C. Replacement procedure for controlled drugs administered in the field:

1. Providers shall:
  - a. Present the blue copy of the EMS Report Form for each patient to whom controlled drugs were administered.
  - b. Present photo identification (employee ID, driver's license, etc.) to verify identity at the pharmacy.
2. Pharmacists shall:
  - a. Stamp and initial the blue copy of the EMS Report Form utilizing the EMS Agency-issued stamp.
  - b. Replace the controlled drugs utilizing the locked transport bag.
  - c. Return the blue copy to provider agency personnel.

D. Replacement procedure for missing, broken, lost or expired controlled drugs:

1. Provider agencies shall:

- a. Complete Reference No. 702.1, Missing/Expired Controlled Drug Pharmacy Reporting Form, and maintain a copy in the agency's controlled drug file.
- b. Present the completed Reference No. 702.1 to the issuing pharmacy along with the expired drug(s) for disposal in accordance with all applicable state and federal regulations.

2. Pharmacists shall:

Replace the controlled drug following their facility's approved procedure.

III. Controlled drug replacement through a non-County supplier:

- A. Provider agencies shall develop policies and procedures, approved by the medical advisor or other authorized physician, to ensure that all controlled drugs are obtained, maintained, and distributed in a secure manner.
- B. Such policies and procedures shall be submitted to the EMS Agency for review and approval.
- C. Any subsequent changes to policies and procedures must be submitted to the EMS Agency for review and approval. If the Medical Director of the EMS Agency identifies concerns about controlled drug procurement, storage or security procedures as outlined in the provider agency policy, s/he shall contact the Provider Agency Medical Advisor to discuss the identified concern.

IV. Controlled Drug Security

- A. Controlled drug security requirements apply to all provider agencies, whether drugs are ordered under the Provider Agency Medical Advisor or the Medical Director of the EMS Agency.
- B. Paramedics assigned to an ALS unit shall be responsible for maintaining the correct controlled drug inventory for their assigned unit at all times.
- C. Controlled drugs shall not be stored in any location other than on ALS units unless authorized by the EMS Agency. Provider agencies authorized by the EMS Agency to store controlled drugs off the ALS unit shall specify in their internal policy the location, security, access and procedure for obtaining drugs from the controlled drug cache.
- D. Morphine and diazepam shall be secured on the ALS units under double lock.
- E. Daily Inventory Procedures
  1. Controlled drugs shall be inventoried by two paramedics at least daily and anytime there is a change in personnel.
  2. The key to access controlled drugs shall be in the custody of the individual who performed the inventory.

3. The Daily Controlled Drug and Key Inventory Form, Reference No. 702.2 or its equivalent, shall be co-signed with the names of the relinquishing and the receiving paramedic.
4. The Daily Controlled Drug and Key Inventory Form, Reference No. 702.2 or its equivalent must be maintained by the provider agency for a minimum of three years. An entry shall be made on this form for each of the following situations:
  - a. Change of shift.
  - b. Addition of narcotics to inventory.
  - c. Any time there is a change of responsible personnel

NOTE: Units authorized to participate in the 1:1 Trial Staffing Program for Interfacility Transports are required to inventory controlled drugs at the end of the specified shift, when two paramedics are available to count and co-sign for the drugs.

- G. Any discrepancies in the controlled drug count shall be reported to the paramedic coordinator, the EMS Agency, and the issuing agent (County pharmacy, the Provider Agency Medical Advisor or other authorized physician).

#### V. Record Keeping

- A. All drugs issued to a provider agency must be accounted for. The provider agency shall retain a copy of the EMS Report Form for each patient to whom controlled drugs were administered and maintain it with any completed Missing/Expired Controlled Drug Reporting Forms, drug orders, invoices or other associated documentation in a separate file for a minimum of three years
- B. Each controlled drug use must be documented on the EMS Report Form. If the total amount of the drug is not administered, the remaining amount shall be wasted at the receiving facility. Wasted narcotics (partial or whole) must be documented in the "Narcotic Waste/Witness" section of the EMS Report Form, including the amount wasted and witness' signature (registered nurse) from the receiving hospital.
- C. In addition to the local EMS Agency and the provider agency, narcotic inventories and logs are subject to inspection by the issuing pharmacy, the California Board of Pharmacy, agents of the Bureau of Narcotic Enforcement Administration of the Department of Justice, Federal Drug Enforcement Administration.

#### CROSS REFERENCES:

Prehospital Care Policy Manual:

Reference No. 701, Supply and Resupply of Designated EMS Provider Units/Vehicle

Reference No. 702.1, Missing/Expired Controlled Drug Pharmacy Reporting Form

Reference No. 702.2, Daily Controlled Drug and Key Inventory Form

DEPARTMENT OF HEALTH SERVICES  
COUNTY OF LOS ANGELES

SUBJECT: MISSING/EXPIRED CONTROLLED DRUG  
PHARMACY REPORTING FORM

Reference No. 702.1

1. Provider Agency \_\_\_\_\_ Unit number \_\_\_\_\_

2. Request for exchange of EXPIRED drugs:

Drug	# syringes or equivalent	Strength	Total mg
Diazepam			
Morphine Sulfate			

3. Request for replacement. Item is: (CIRCLE ONE) Missing/Broken

Drug	# syringes or equivalent	Strength	Total mg
Diazepam			
Morphine Sulfate			

4. Date and time narcotic and/or inventory form loss was discovered: \_\_\_/\_\_\_/\_\_\_ @ \_\_\_:\_\_\_

5. Print name and title of individual(s) who discovered the narcotic or inventory form loss:

\_\_\_\_\_  
\_\_\_\_\_

4. If missing, provide a brief description of the incident: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

6. Print name/title of person completing this form \_\_\_\_\_

Signature \_\_\_\_\_ Date completed: \_\_\_/\_\_\_/\_\_\_

7. Paramedic Coordinator's signature \_\_\_\_\_

FOR PHARMACY USE ONLY

Replaced:  Diazepam # syringes or equivalent: \_\_\_\_\_ Total mg: \_\_\_\_\_  
 MS # syringes or equivalent: \_\_\_\_\_ Total mg: \_\_\_\_\_

Pharmacist: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Lost narcotic number: \_\_\_\_\_



REQUIRED FORMS - EXHIBIT 11  
**CONTRACTOR'S EEO CERTIFICATION**

\_\_\_\_\_  
 Company Name

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Internal Revenue Service Employer identification Number

**GENERAL**

In accordance with provisions of the County Code of the County of Los Angeles, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Contractor has written policy statement prohibiting discrimination in all phases of employment.	( )	( )
2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.	( )	( )
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.	( )	( )
4. When areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	( )	( )

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Name and Title of Signer (please print)

# PRINCIPAL OWNER INFORMATION FORM

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the contractor to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It requires that bidders or proposers for County contracts provide directly to the Child Support Services Department information regarding their "Principal Owners," that is, those natural persons who own an interest of 10 percent or more in the Contractor. For each Principal Owner, the information which must be provided to the Child Support Services Department is: 1) the Principal Owner's name, 2) her title, and 3) whether or not the Contractor has made a payment of any sort to the Principal Owner.

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE CHILD SUPPORT SERVICES DEPARTMENT AT THE ADDRESS OR FAX NUMBER SHOWN BELOW ON OR BEFORE THE DATE YOU SUBMIT A BID OR PROPOSAL TO A COUNTY DEPARTMENT. MAINTAIN DOCUMENTATION OF SUBMISSION. SOLE CONTRACTOR MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

In addition, bidders or proposers must certify to the soliciting County department that they are in full compliance with the Program requirements by submitting the Child Support Compliance Program Certification along with the bid or proposal.

Child Support Services Department  
Special Projects  
P.O. Box 911009  
Los Angeles, CA 90091-1009  
FAX: (323) 869-0634

Telephone: (323) 832-7277 or (323) 832-7276

Contractor or Association Name as Shown on Bid or Proposal: \_\_\_\_\_  
Contractor or Associated Member Name, if Contractor is an Association: \_\_\_\_\_

Contractor or Associated Member Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

County Department Receiving Bid or Proposal: \_\_\_\_\_

Type of Goods or Services To Be Provided: \_\_\_\_\_

Contract or Purchase Order No. (if applicable): \_\_\_\_\_

Principal Owners: Please check appropriate box. If box I is checked, no further information is required. Please sign and date the form below.

- I No natural person owns an interest of 10 percent or more in this Contractor.
- II Required principal owner information is provided below. (Use a separate sheet if necessary.)

	Name of Principal Owner	Title	Payment Received From Contractor	
			[YES]	[NO]
1.	_____	_____	[YES]	[NO]
2.	_____	_____	[YES]	[NO]
3.	_____	_____	[YES]	[NO]

I declare under penalty of perjury that the foregoing information is true and correct.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)  
(Title/Position)

# CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the contractor to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It requires that bidders or proposers for County contracts submit certifications of Program compliance to the soliciting County department along with their bids or proposals. (In an emergency procurement, as determined by the soliciting County department, these certifications may be provided immediately following the procurement.)

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE CHILD SUPPORT SERVICES DEPARTMENT AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTITIONERS AND MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, \_\_\_\_\_ (print name as shown in bid or proposal), hereby submit this certification to the (County department) \_\_\_\_\_, pursuant to the provisions of County Code Section 2.200.060, and hereby certify that (contractor or association name as shown in bid or proposal) \_\_\_\_\_, an independently-owned or contractor-owned business (circle one), located at (contractor or, if an association, associated member address) \_\_\_\_\_

I am in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

Submitted a completed Principal Owner Information Form to the Child Support Services Department;

Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5 and will continue to comply with such reporting requirements;

Fully complied with all lawfully served Wage and Earnings Withholding Orders or Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b) or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

*I declare under penalty of perjury that the foregoing is true and correct.*

Executed this \_\_\_\_\_ day of \_\_\_\_\_ (Month and Year)

\_\_\_\_\_  
(City/State)

\_\_\_\_\_  
(Telephone No.)

(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

Copy to: Child Support Services Department  
Special Projects  
P.O. Box 911009  
Los Angeles, CA 90091-1009  
FAX: (323) 869-0634

Telephone: (323) 832-7277 or (323) 832-7276

**no shame.  
no blame.  
no names.**

**now there's a way to  
safely surrender your baby**



**The Safely Surrendered Baby Law** A Confidential Safe Haven For Newborns

In California, the Safely Surrendered Baby Law allows an individual to give up an unwanted infant with no fear of arrest or prosecution for abandonment as long as the baby has not been abused or neglected. The law does not require that names be given when the baby is surrendered. Parents are permitted to bring a baby within 3 days of birth to any hospital emergency room or other designated safe haven in California. The baby will be placed in a foster or pre-adoptive home.

**In California, no one ever has to abandon a child again.**

**In Los Angeles County:**

**(877) BABY SAFE**

**(877) 222-9723**

**[babysafela.org](http://babysafela.org)**



**State of California**  
Gray Davis, Governor

**Health and Human Services Agency**  
Grantland Johnson, Secretary

**Department of Social Services**  
Rita Saenz, Director



**Los Angeles County Board of Supervisors**

Gloria Molina, Supervisor, First District  
Yvonne Brathwaite Burke, Supervisor, Second District  
Zev Yaroslavsky, Supervisor, Third District  
Don Knabe, Supervisor, Fourth District  
Michael D. Antonovich, Supervisor, Fifth District

**This initiative is also supported by First 5 LA and INFO LINE of Los Angeles**

#### What is the Safely Surrendered Baby Law?

It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

#### How does it work?

A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

#### Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows another person to bring in the baby if they have legal custody.

#### Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

#### Does a parent have to tell anything to the people taking the baby?

No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

#### What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a foster or pre-adoptive home.

#### What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

#### What if a parent wants the baby back?

The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.

#### Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being hurt or killed because they were abandoned.

You may have heard tragic stories of babies left in dumpsters or public toilets. The persons who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants.

Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

#### The Eighteenth Safely Surrendered Baby in California

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law.

This baby was the eighteenth child protected under California's Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

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Every baby deserves a chance for a healthy life. If you or someone you know is considering giving up a child, learn about your options.

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*Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in a hospital emergency room.*