

**DEPARTMENT OF HEALTH SERVICES
REQUIRED AGREEMENT**



AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

(HOSPITAL)

FOR

COMPREHENSIVE STROKE SYSTEM

**SAMPLE AGREEMENT PROVISIONS
TABLE OF CONTENTS**

RECITALS 1

1.0 APPLICABLE DOCUMENTS..... 2

2.0 DEFINITIONS..... 3

3.0 WORK..... 5

4.0 TERM OF AGREEMENT..... 5

5.0 DESIGNATION FEE..... 6

6.0 ADMINISTRATION OF AGREEMENT- COUNTY 6

 6.1 COUNTY'S PROJECT DIRECTOR 7

 6.2 COUNTY'S PROJECT MANAGER..... 7

 6.3 COUNTY'S AGREEMENT PROJECT MONITOR 7

7.0 ADMINISTRATION OF AGREEMENT – HOSPITAL..... 7

 7.1 HOSPITAL'S PROJECT MANAGER 7

 7.2 HOSPITAL'S AUTHORIZED OFFICIAL(S)..... 7

 7.3 CONFIDENTIALITY..... 8

 7.4 STAFF PERFORMANCE UNDER THE INFLUENCE..... 9

8.0 STANDARD TERMS AND CONDITIONS..... 9

 8.1 AMENDMENTS 9

 8.2 ASSIGNMENT AND DELEGATION..... 10

 8.3 AUTHORIZATION WARRANTY 11

 8.4 INTENTIONALLY OMITTED..... 11

 8.5 INTENTIONALLY OMITTED..... 11

 8.6 INTENTIONALLY OMITTED..... 11

 8.7 COMPLIANCE WITH APPLICABLE LAWS, RULES & REGULATIONS . 11

 8.8 COMPLIANCE WITH CIVIL RIGHTS LAWS – ANTI DISCRIMINATION
 AND AFFIRMATIVE ACTION 12

 8.9 INTENTIONALLY OMITTED..... 14

 8.10 CONFLICT OF INTEREST 14

 8.11 INTENTIONALLY OMITTED..... 14

 8.12 CONSIDERATION OF HIRING GAIN/GROW PROGRAM
 PARTICIPANTS..... 15

 8.13 HOSPITAL RESPONSIBILITY AND DEBARMENT 15

 8.14 HOSPITAL'S ACKNOWLEDGEMENT OF COUNTY'S
 COMMITMENT TO THE SAFELY SURRENDERED BABY LAW 17

**SAMPLE AGREEMENT PROVISIONS
TABLE OF CONTENTS**

8.15	INTENTIONALLY OMITTED.....	18
8.16	HOSPITAL'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM.....	18
8.17	HOSPITAL WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	18
8.18	COUNTY'S QUALITY ASSURANCE PLAN.....	18
8.19	INTENTIONALLY OMITTED.....	19
8.20	EMPLOYMENT ELIGIBILITY VERIFICATION.....	19
8.21	FACSIMILE REPRESENTATIONS.....	19
8.22	FAIR LABOR STANDARDS	20
8.23	INTENTIONALLY OMITTED.....	20
8.24	FORCE MAJEURE	20
8.25	GOVERNING LAW, JURISDICTION, AND VENUE	20
8.26	HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA).....	21
8.27	INDEPENDENT CONTRACTOR STATUS.....	21
8.28	INDEMNIFICATION.....	22
8.29	GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE	22
8.30	INSURANCE COVERAGE	27
8.31	LICENSES, PERMITS, RESITRATIONS, ACCREDITATIONS, AND CERTIFICATES... ..	28
8.32	INTENTIONALLY OMITTED.....	28
8.33	INTENTIONALLY OMITTED.....	28
8.34	INTENTIONALLY OMITTED.....	28
8.35	INTENTIONALLY OMITTED.....	28
8.36	NOTICE OF DISPUTES	28
8.37	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	28
8.38	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	28
8.39	NOTICES.....	29
8.40	PROHIBITION AGAINST INDUCEMENT OR PERSUASION	29
8.41	PUBLIC RECORDS ACT	29
8.42	PUBLICITY	30

**SAMPLE AGREEMENT PROVISIONS
TABLE OF CONTENTS**

8.43	RECORD RETENTION.....	30
8.44	RECYCLED BOND PAPER.....	30
8.45	RESTRICTION ON LOBBYING.....	31
8.46	INTENTIONALLY OMITTED.....	31
8.47	SURVIVAL.....	31
8.48	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULT PROPERTY TAX REDUCTION PROGRAM.....	31
8.49	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM.....	32
8.50	TERMINATION FOR CONVENIENCE	32
8.51	TERMINATION FOR DEFAULT	32
8.52	TERMINATION FOR IMPROPER CONSIDERATION.....	34
8.53	TERMINATION FOR INSOLVENCY.....	34
8.54	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE	35
8.55	INTENTIONALLY OMITTED.....	35
8.56	TIME OFF FOR VOTING	35
8.57	INTENTIONALLY OMITTED.....	35
8.58	VALIDITY	35
8.59	WAIVER.....	36
8.60	WARRANTY AGAINST CONTINGENT FEES.....	36
8.61	COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY OF HUMAN TRAFFICKING	36
8.62	COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES	36
8.63	COMPLIANCE WITH THE COUNTY POLICY OF EQUITY	37
9.0	UNIQUE TERMS AND CONDITIONS.....	37
9.1	DUE PROCESS.....	37
9.2	RESPONSIBILITY FOR INDIGENT PATIENTS	39
	SIGNATURES	40

TABLE OF CONTENTS

STANDARD EXHIBITS

- A STATEMENT OF WORK
- B INTENTIONALLY OMITTED
- C INTENTIONALLY OMITTED
- D HOSPITAL'S EEO CERTIFICATION
- E COUNTY'S ADMINISTRATION
- F HOSPITAL'S ADMINISTRATION
- G HOSPITAL ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- H INTENTIONALLY OMITTED
- I SAFELY SURRENDERED BABY LAW

SAMPLE AGREEMENT
AGREEMENT BY AND BETWEEN
COUNTY OF LOS ANGELES
AND

FOR
COMPREHENSIVE STROKE SYSTEM

This Agreement and Exhibits made and entered into this ___ day of _____, 20__ by and between the County of Los Angeles, hereinafter referred to as County and _____, hereinafter referred to as Hospital (or Contractor). _____ is located at _____.

RECITALS

WHEREAS, the County may contract with private businesses for Comprehensive Stroke System (CSS) when certain requirements are met; and

WHEREAS, the Hospital both public and private firms which are uniquely staffed and equipped to provide appropriate care to emergency patients who suffer major stroke; and

WHEREAS, Hospital is willing to accept and care for stroke patients at Hospital under the County's CSS in accordance with the terms and conditions which follow herein; and

WHEREAS, pursuant to the authority granted under the Emergency Medical Services and Prehospital Emergency Medical Care Personnel Act (Act) (Health and Safety Code, Sections 1797, et seq.), County maintains an Advanced Life Support (ALS) system providing services utilizing Emergency Medical Technicians-Paramedics; and

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

WHEREAS, various general acute care hospitals, both public and private, in Los Angeles County have been designated by the EMS Agency to participate in the CSS pursuant to a selection procedure developed and implemented with the assistance of qualified agencies and organizations; and

WHEREAS, Hospital, by virtue of its qualifications pursuant to such selection process and its execution of this Agreement, is a County-designated CSS participant; and

WHEREAS, Hospital is currently certified as a Comprehensive Stroke Center or Thrombectomy-Capable Stroke Center by an approved EMS Agency certifying body; and

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

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

WHEREAS, a CSS collects prehospital and hospital data specified in the Stroke Data Dictionary; and

WHEREAS, in exchange, County agrees to provide countywide standardized stroke management reports and to make available countywide statistical data; and

WHEREAS, Hospital agrees to share in a portion of costs required to implement and maintain a countywide CSS as specified in this Agreement; and

WHEREAS, this Agreement is therefore authorized under California Code, Government Code Section 31000 which authorizes the Board of Supervisors to contract for Comprehensive Stroke Center Services; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, and I are attached to and form a part of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the CSS Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Agreement and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A – Statement of Work
- 1.2 EXHIBIT B – Intentionally Omitted
- 1.3 EXHIBIT C – Intentionally Omitted
- 1.4 EXHIBIT D – Hospital's EEO Certification

- 1.5 EXHIBIT E – County's Administration
- 1.6 EXHIBIT F – Hospital's Administration
- 1.7 EXHIBIT G – Hospital Acknowledgement and Confidentiality Agreement
- 1.8 EXHIBIT H – Intentionally Omitted
- 1.9 EXHIBIT I – Safely Surrendered Baby Law

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Agreement:** Agreement executed between County and Hospital. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.2 **Ambulance:** Motor vehicle specially constructed, modified, equipped, or arranged for the purpose of transporting sick, injured, convalescent, infirm, or otherwise incapacitated persons, authorized by the state and licensed by LA County EMS Agency or operated by Jurisdictional Fire Department as an emergency vehicle, and used, or having the potential for being used, in emergency or nonemergency medical service to the public, regardless of level of service.
- 2.3 **Ambulance Patient Offload Time:** The time interval between the arrival of ambulance patient at the emergency department and the time the patient is transferred to the emergency department gurney, bed, chair or other acceptable location and the emergency department assumes the responsibility for care of the patient.
- 2.4 **Comprehensive Stroke Center:** An acute care hospital designated by an EMS Agency approved certifying body with the capability to provide advanced interventions, including thrombectomy and neurosurgery, for patients experiencing a stroke.
- 2.5 **Comprehensive Stroke System:** A regionalized system of care for patients exhibiting signs of a stroke. The system comprises of highly specialized hospitals that provide advanced stroke care and has specific prehospital protocols and procedures for EMS providers. Coordination and management of system participants is the responsibility of the EMS Agency.
- 2.6 **County Agreement Project Monitor:** Person with responsibility to oversee the day-to-day activities of this Agreement. Responsibility for inspections of

any and all tasks, deliverables, goods, services and other work provided by Hospital.

- 2.7 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Agreement that cannot be resolved by the County's Project Manager.
- 2.8 **County Project Manager:** Person designated by County's Project Director to manage the operations under this Agreement.
- 2.9 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.10 **DHS:** Department of Health Services.
- 2.11 **Director:** Director of Health Services or his/her authorized designee.
- 2.12 **Emergency Medical Services Agency:** The County of Los Angeles Department of Health Services, designated by the Board as the local EMS agency pursuant to Health and Safety Code Sections 1797, et seq. having responsibility for administration of EMS in LA County.
- 2.13 **Hospital/Contractor:** The sole proprietor, partnership, or corporation that has entered into an agreement with the County to provide all services under this Agreement.
- 2.14 **Hospital's Project Manager:** The individual designated by the Hospital to administer the Agreement operations after the Agreement award.
- 2.15 **Medical Alert Center (MAC):** coordinates the transfer of patients from private hospitals to county operated hospitals and tracks the bed availability and diversion status of 9-1-1 receiving hospitals 24 hours a day. It serves as the control point for the VMED28 and ReddiNet systems.
- 2.16 **Primary Stroke Center (PSC):** A 9-1-1 receiving hospital that has been designated as a Primary Stroke Center by an EMS Agency approved accrediting body, meets the Primary Stroke Center requirements in LA County EMS Agency Reference No. 322, and is designated by the EMS Agency as a Primary Stroke Center.
- 2.17 **Stroke Center Advisory Committee:** A forum comprised of stroke care stakeholders that provides specialized advice to the Medical Director of the EMS Agency on all matters regarding the practice, operation and administration of stroke care.
- 2.18 **Stroke Center Database:** Electronic database that captures patient level data from designated stroke centers.

- 2.19 **Stroke Referral Facility:** Acute care hospital that is unable to provide necessary stroke-specific care and would be required to transfer stroke patients to a designated CSC.
- 2.20 **Thrombectomy-Capable Stroke Centers:** An acute care hospital designated by an EMS Agency approved certifying body with the capability to provide advanced interventions, including thrombectomy, for patients experiencing a stroke.

3.0 WORK

- 3.1 Pursuant to the provisions of this Agreement, Hospital shall fully perform, complete, and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 If Hospital provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Hospital, and Hospital shall have no claim whatsoever against the County.

4.0 TERM OF AGREEMENT

- 4.1 This Agreement is effective upon execution by the Director of Health Services or his/her designee, as authorized by the Board of Supervisors. The Agreement shall expire on December 31, 2022, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.
- 4.2 The County shall have the sole option to extend this Agreement term for up to two (2) additional one-year periods through December 31, 2024. Each such option and extension shall be exercised at the sole discretion of the Director or his designee as authorized by the Board of Supervisors and must be agreed to and executed in writing by both parties.
- 4.3 The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an Agreement term extension option.
- 4.4 The Contractor shall notify DHS when this Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the DHS at the address herein provided in Exhibit E - County's Administration.

5.0 DESIGNATION FEE

- 5.1 To provide ongoing financial support to County for system data collection, monitoring, and evaluation of the stroke system, all of which benefit Hospital in provision of stroke care, Hospital agrees to offset a portion of the cost attributed thereto. The **NON-REFUNDABLE** amount payable to County by Hospital shall be **Twenty-One Thousand and Thirty-seven Dollars (\$21,037) annually** for each calendar year (January to December). The first program management fee will be due within sixty (60) days of the Agreement effective date; thereafter, within sixty (60) days of the beginning of each calendar year. If applicable, the first year program management fee will be prorated accordingly. **The Designation Fee may, at the sole discretion of the County, be adjusted annually, with a ten percent (10%) annual cap for potential increases to reflect changes in operating costs.**
- 5.2 The Designation Fee shall be made payable to County of Los Angeles and sent to the following address:
- County of Los Angeles-DHS
Emergency Medical Services Agency
10100 Pioneer Boulevard, Suite 200
Santa Fe Springs, CA 90670
Attention: Accounting Unit
- 5.3 Hospital shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of Hospital's duties, responsibilities, or obligations, or performance of same by any entity other than Hospital, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

6.0 ADMINISTRATION OF AGREEMENT - COUNTY

COUNTY ADMINISTRATION

The Director shall have the authority to administer this Agreement on behalf of the County. Director retains professional and administrative responsibility for the services rendered under this Agreement. A listing of all County Administration referenced in the following sub-paragraphs are designated in Exhibit E - County's Administration. The County shall notify Hospital in writing of any change in the names or addresses shown.

6.1 County's Project Director

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Agreement are met; and
- providing direction to Hospital in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County's Project Manager

6.2.1 The responsibilities of the County's Project Manager include:

- meeting with Hospital's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Hospital.

6.2.2 The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

6.3 County's Agreement Project Monitor

The County's Project Monitor is responsible for overseeing the day-to-day administration of this Agreement. The Project Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF AGREEMENT - HOSPITAL

7.1 Hospital's Project Manager

7.1.1 The Hospital's Project Manager is designated in Exhibit F - Hospital's Administration. The Hospital shall notify the County in writing of any change in the name or address of the Hospital's Project Manager.

7.1.2 The Hospital's Project Manager shall be responsible for the Hospital's day-to-day activities as related to this Agreement and shall coordinate with County's Project Manager and County's Agreement Project Monitor on a regular basis.

7.2 Hospital's Authorized Official(s)

7.2.1 Hospital's Authorized Official(s) are designated in Exhibit F. Hospital shall promptly notify County in writing of any change in the name(s) or address(es) of Hospital's Authorized Official(s).

7.2.2 Hospital represents and warrants that all requirements of Hospital have been fulfilled to provide actual authority to such officials to execute documents under this Agreement on behalf of Hospital.

7.3 Confidentiality

7.3.1 Hospital shall maintain the confidentiality of all records and information, including, but not limited to, billings, County records, and patient records, in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.3.2 Hospital shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Hospital, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.3, as determined by County in its sole judgment. Any legal defense pursuant to Hospital's indemnification obligations under this Paragraph 7.3 shall be conducted by Hospital and performed by counsel selected by Hospital and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Hospital fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Hospital for all such costs and expenses incurred by County in doing so. Hospital shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.3.3 Hospital shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality and indemnification provisions of this Agreement.

7.3.4 Hospital shall sign and adhere to the provisions of the Exhibit G - Hospital Acknowledgement and Confidentiality Agreement.

7.4 Staff Performance under the Influence

Hospital shall not knowingly permit any employee to perform services under this Agreement while under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair their physical or mental performance.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

- 8.1.1 For any change which affects the scope of work, term, payments, or any term or condition included under this Agreement, an Amendment shall be prepared by the County and then executed by the Hospital and by the Director or his designee.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors, Chief Executive Officer or designee. To implement such changes, an Amendment to the Agreement shall be prepared by the County and then executed by the Hospital and by the Director or his/her designee.
- 8.1.3 The Director or his/her designee may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Agreement. The Hospital agrees that such extensions of time shall not change any other term or condition of this Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Agreement shall be prepared by the County and then executed by the Hospital and by the Director or his/her designee.
- 8.1.4 The Director or his/her designee may require, at his sole discretion, the addition and/or change of certain terms and conditions in the Agreement to conform to changes in federal or State law or regulation, during the term of this Agreement. The County reserves the unilateral right to add and/or change such provisions as required by law or regulation, without the need for the Hospitals' written consent, to preserve this Agreement's conformity and compliance to federal and State law or regulation. To implement such changes, an Amendment to the Agreement shall be prepared by the County and then executed by the Hospital and by the Director or his/her designee.

8.2 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

- 8.2.1 The Hospital shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The Hospital shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, the County consent shall require a written Amendment to the Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at the County's sole discretion, against the claims, which the Hospital may have against the County.
- 8.2.3 Shareholders, partners, members, or other equity holders of the Hospital may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Hospital to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Agreement.
- 8.2.4 Any assumption, assignment, delegation, or takeover of any of the Hospital's duties, responsibilities, obligations, or performance of same by any entity other than the Hospital, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Hospital as it could pursue in the event of default by the Hospital.

8.3 AUTHORIZATION WARRANTY

The Hospital represents and warrants that the person executing this Agreement for the Hospital is an authorized agent who has actual authority to bind the Hospital to each and every term, condition, and obligation of this Agreement and that all requirements of the Hospital have been fulfilled to provide such actual authority.

8.4 INTENTIONALLY OMITTED

8.5 INTENTIONALLY OMITTED

8.6 INTENTIONALLY OMITTED

8.7 COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS

8.7.1 In the performance of this Agreement, Hospital shall comply with all current and applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, including, but not limited to standards of The Joint Commission, its National Patient Safety Goals, California Code of Regulations, Title 22, Division 5 regulations and all other applicable industry best practices standards. All provisions required thereby to be included in this Agreement are incorporated herein by reference.

8.7.2 Hospital shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, administrative penalties and fines assessed, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Hospital, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Hospital's indemnification obligations under this sub-paragraph 8.7 shall be conducted by Contractor and performed by counsel selected by Hospital and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Hospital for all such costs and expenses incurred by County in doing so the Hospital shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make

any admission, in each case, on behalf of County without County's prior written approval.

8.8 COMPLIANCE WITH CIVIL RIGHTS LAWS- ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION LAWS

- 8.8.1 Hospital hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17); the Fair Employment & Housing Act, Government Code Section 12920-12922; and Affirmative Action in County Agreements, Chapter 4.32 of the Los Angeles County Code to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.
- 8.8.2 Hospital 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, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.8.3 Hospital shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, 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.
- 8.8.4 Hospital certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation.

- 8.8.5 Hospital 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, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.
- 8.8.6 Hospital shall allow County representatives access to the Hospital's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.8 when so requested by the County.
- 8.8.7 If the County finds that any provisions of this sub-paragraph 8.8 have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Hospital has violated the anti-discrimination provisions of this Agreement.
- 8.8.8 The parties agree that in the event the Hospital violates any of the anti-discrimination provisions of this Agreement, 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 Agreement.

8.8.9 **Anti-discrimination in Services:**

Hospital shall not discriminate in the provision of services hereunder because of race, color, religious creed, national origin, ethnic group identification, ancestry, age, sex, sexual orientation, medical condition, marital status, political affiliation, or physical or mental disability in accordance with requirements of federal and State laws. For the purpose of this sub-paragraph, discrimination in the provision of services may include, but is not limited to, the following: Denying any person any service or benefit or the availability of a facility; providing any service or benefit to a person which is not equivalent or is provided in a non-equivalent manner or at a non-

equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment, quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. The Hospital shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religious creed, national origin, ethnic group, identification, ancestry, ex, sexual orientation, age, medical condition, marital status, political affiliation, physical or mental disability.

8.8.10 Hospital shall certify to, and comply with, the provisions of Exhibit D – Hospital’s EEO Certification.

8.9 INTENTIONALLY OMITTED

8.10 CONFLICT OF INTEREST

8.10.1 No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement shall participate in the negotiation of this Agreement. No County employee with a spouse or economic dependent employed in any capacity by Hospital herein shall participate in the negotiation of this Agreement, or have a direct or indirect interest in this Agreement. No officer or employee of the Hospital who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.10.2 Hospital shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Hospital warrants that it is not now aware of any facts that create a conflict of interest. If the Hospital hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be a material breach of this Agreement.

8.11 INTENTIONALLY OMITTED

8.12 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS FOR EMPLOYMENT

- 8.12.1 Should the Hospital require additional or replacement personnel after the effective date of this Agreement, the Hospital shall give consideration for any such employment openings to participants in the County's Department of Public Social Services (DPSS) Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Hospital's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Hospital. The Hospital shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov and bservices@wdacs.lacounty.gov and DPSS will refer qualified GAIN/GROW job candidates.
- 8.12.2 In the even that both laid-ff County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.13 HOSPITAL RESPONSIBILITY AND DEBARMENT

8.13.1 Responsible Hospital

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

8.13.2 Chapter 2.202 of the County Code

The Hospital is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Hospital on this or other contracts which indicates that the Hospital is not responsible, the County may, in addition to other remedies provided in the contract, debar the Hospital from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Hospital may have with the County.

8.13.3 **Non-responsible Hospital**

The County may debar a Hospital if the Board of Supervisors finds, in its discretion, that the Hospital has done any of the following: (1) violated a term of an agreement with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform an agreement with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.13.4 **Contractor Hearing Board**

1. If there is evidence that the Hospital may be subject to debarment, the Department will notify the Hospital in writing of the evidence which is the basis for the proposed debarment and will advise the Hospital of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Hospital and/or the Hospital's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Hospital should be debarred, and, if so, the appropriate length of time of the debarment. The Hospital and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Hospital has been debarred for a period longer than five (5) years, that Hospital may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in

its discretion, reduce the period of debarment or terminate the debarment if it finds that the Hospital has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Hospital has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.13.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.14 HOSPITAL'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Hospital acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Hospital understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Hospital's place of business. The Hospital will also encourage its Subcontractors, if any, to post this poster in a prominent

position in the Subcontractor's place of business. The Hospital, and its subcontractors, can access posters and other campaign material at www.babysafela.org.

8.15 INTENTIONALLY OMITTED

8.16 HOSPITAL'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.16.1 The Hospital acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.16.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Hospital's duty under this Agreement to comply with all applicable provisions of law, the Hospital warrants that it is now in compliance and shall during the term of this Agreement maintain in 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 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.17 HOSPITAL WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

8.17.1 Hospital acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through agreement are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

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

8.18 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will monitor the Hospital's performance under this Agreement on not less than an annual basis. Such monitoring will include

assessing the Hospital's compliance with all Agreement terms and conditions and performance standards. The Hospital's deficiencies which the County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Hospital. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement.

8.19 INTENTIONALLY OMITTED

8.20 EMPLOYMENT ELIGIBILITY VERIFICATION

8.20.1 The Hospital warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. The Hospital shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Hospital shall retain all such documentation for all covered employees for the period prescribed by law.

8.20.2 The Hospital shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Hospital or the County or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

8.21 FACSIMILE AND/OR PORTABLE DOCUMENT FORMAT REPRESENTATIONS

The County and the Hospital hereby agree to regard signed Amendments received via facsimile transmission and/or in Portable Document Format (PDF) via e-mail, as representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Subparagraph 8.1, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Agreement, and as such, the parties need not exchange with each other the signed original Amendment(s).

8.22 FAIR LABOR STANDARDS

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

8.23 INTENTIONALLY OMITTED

8.24 FORCE MAJEURE

8.24.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Sub-paragraph as "force majeure events").

8.24.2 Notwithstanding the foregoing, a default by a subcontractor of the Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, the Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.24.3 In the event the Hospital's failure to perform arises out of a force majeure event, the Hospital agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.25 GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Hospital agrees and consents to the

exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.26 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

- 8.26.1 The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. The Contractor 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, including the use of appropriate consents and authorizations specified under HIPAA.
- 8.26.2 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. The Hospital understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that the County has not undertaken any responsibility for compliance on the Hospital’s behalf. The Hospital has not relied, and will not in any way rely, on the County for legal advice or other representations with respect to the 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.
- 8.26.3 The Hospital and the 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 laws and implementing regulations related to transactions and code sets, privacy, and security.
- 8.26.4 Each party further agrees that, should it fail to comply with its obligations under HIPAA, it shall indemnify and hold harmless the other party (including the other party’s officers, employees, and agents), for damages to the other party that are attributable to such failure.

8.27 INDEPENDENT CONTRACTOR STATUS

- 8.27.1 This Agreement is by and between the County and the Hospital 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 Hospital. 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.

8.27.2 The Hospital shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Hospital.

8.27.3 The Hospital understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Hospital and not employees of the County. The Hospital 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 Hospital pursuant to this Agreement.

8.27.4 The Contractor shall adhere to the provisions stated in Sub-paragraph 7.3 - Confidentiality.

8.28 INDEMNIFICATION

The Hospital shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents and volunteers ("County Indemnitees") 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 and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.29 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Hospital's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Hospital shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.29 and 8.30 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Hospital pursuant to this Agreement. The County in no way warrants

that the Required Insurance is sufficient to protect the Hospital for liabilities which may arise from or relate to this Agreement.

8.29.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status under the Hospital's General Liability policy, shall be delivered to County at the e-mail address shown below and provided prior to commencing services under this Agreement.
- Renewal Certificates shall be provided to County not less than 10 days prior to Hospital's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Hospital and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Hospital identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Hospital, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be e-mailed to the County of Los Angeles, Department of Health Services, Contracts and Grants Division, as the Certificate Holder at :

cgcontractorinsurance@dhs.lacounty.gov

And

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

8.29.2 Additional Insured Status and Scope of Coverage

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

8.29.3 Cancellation of or Changes in Insurance

Hospital shall provide County with, or Hospital's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

8.29.4 Failure to Maintain Insurance

Hospital's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material

breach of the Agreement, upon which County immediately may suspend or terminate this Agreement. The County, at its sole discretion, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to the Contractor, deduct the premium cost from sums due to the Contractor or pursue the Contractor reimbursement.

8.29.5 Insurer Financial Ratings

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

8.29.6 Hospital's Insurance Shall Be Primary

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

8.29.7 Waivers of Subrogation

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

8.29.8 Sub-Contractor Insurance Coverage Requirements

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

8.29.9 Deductibles and Self-Insured Retentions (SIRs)

Hospital's policies shall not obligate the County to pay any portion of any Hospital deductible or SIR. The County retains the right to

require the Hospital to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing the Hospital's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.29.10 Claims Made Coverage

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

8.29.11 Application of Excess Liability Coverage

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

8.29.12 Separation of Insureds

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

8.29.13 Alternative Risk Financing Programs

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

8.29.14 County Review and Approval of Insurance Requirements

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

8.30 INSURANCE COVERAGE

8.30.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

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

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

8.30.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If the Hospital will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Hospital's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.30.4 Unique Insurance Coverage

- **Professional Liability/Errors and Omissions**

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

8.31 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES

Hospital shall obtain and maintain in effect during the term of this Agreement, all valid licenses, permits, registrations, accreditations, and certificates required by law which are applicable to its performance of this Agreement, and shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by law which are applicable to their performance of services hereunder. All such licenses, permits, registrations, accreditations, and certifications relating to services hereunder shall be made available to the County upon request.

8.32 INTENTIONALLY OMITTED

8.33 INTENTIONALLY OMITTED

8.34 INTENTIONALLY OMITTED

8.35 INTENTIONALLY OMITTED

8.36 NOTICE OF DISPUTES

Hospital shall bring to the attention of the EMS Agency Director any dispute between the County and the Contractor regarding the performance of services as stated in this Agreement. If the EMS Agency Director is not able to resolve the dispute, the Director or his/her designee shall resolve it.

8.37 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.38 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Hospital shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

8.39 NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F - Hospital's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party.

Electronic Notice: In addition, and in lieu of written notification, the Director, or his/her designee, shall have the authority to issue any notice to Hospital electronically via e-mail at the designated email address as identified in Exhibit F – Hospital's Administration. This includes all notices or demands required or permitted by the County under this Agreement.

8.40 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Hospital and the County agree that, during the term of this Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.41 PUBLIC RECORDS ACT

8.41.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Sub-paragraph 8.43 - Record Retention of this Agreement; as well as any documents that may have been submitted in response to a solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.41.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses,

including reasonable attorney's fees, in an action or liability arising under the Public Records Act.

8.42 PUBLICITY

8.42.1 The Hospital shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Hospital's need to identify its services and related clients to sustain itself, the County shall not inhibit the Hospital from publishing its role under this Agreement within the following conditions:

- The Hospital shall develop all publicity material in a professional manner; and
- During the term of this Agreement, the Hospital shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.42.2 The Hospital may, without the prior written consent of County, indicate in its proposals and sales materials and signs that it has been awarded this Agreement with the County of Los Angeles.

8.43 RECORD RETENTION

Hospital shall submit copies of all records and logs pertaining to care of patients with suspected stroke and personnel involved in the care of the stroke patient at the request of representatives of the EMS Agency. Records obtained from Hospital may be used for, but are not limited to, audit, investigation, statistical analysis or education. Representatives of the EMS Agency shall comply with all applicable State and federal laws relating to confidentiality and shall maintain the confidentiality of all records and logs submitted in compliance with this subparagraph.

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

8.44 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Hospital agrees to use recycled-content paper to the maximum extent possible on this Agreement.

8.45 RESTRICTIONS ON LOBBYING

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

8.46 INTENTIONALLY OMITTED

8.47 SURVIVAL

In addition to any provisions of this Agreement which specifically state that they will survive the termination or expiration of this Agreement and any rights and obligations under this Agreement which by their nature should survive, the following Sub-paragraphs shall survive any termination or expiration of this Agreement:

Sub-paragraph 7.3 (Confidentiality)

Sub-paragraph 8.7 (Compliance with Applicable Laws, Rules and Regulations)

Sub-paragraph 8.25 (Governing Law, Jurisdiction, and Venue)

Sub-paragraph 8.28 (Indemnification)

Sub-paragraph 8.29 (General Provisions for all Insurance Coverage)

Sub-paragraph 8.30 (Insurance Coverage)

Sub-paragraph 8.43 (Record Retention)

Sub-paragraph 8.47 (Survival)

8.48 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Hospital to maintain compliance with the requirements set forth in sub-paragraph 8.16 - Hospital's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of the Hospital to cure such default within ninety (90) calendar days of written notice shall be grounds upon which

the County may terminate this Agreement pursuant to sub-paragraph 8.51 - Termination for Default and pursue debarment of the Hospital, pursuant to County Code Chapter 2.202.

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

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.17 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of the Contractor to cure such default within ten (10) days of notice shall be grounds upon which the County may terminate this Agreement and/or pursue debarment of the Contractor, pursuant to County Code Chapter 2.206.

8.50 TERMINATION FOR CONVENIENCE

The EMS Agency may elect to restructure the CSS as it deems necessary in accordance with paragraphs 6.3 and 6.4 of Exhibit A, Statement of Work.

8.51 TERMINATION FOR DEFAULT

8.51.1 The County may, by written notice to the Hospital, terminate the whole or any part of this Agreement, if, in the judgment of the Director or his/her designee:

- Hospital has materially breached a requirement under this Agreement; or
- Hospital fails to timely provide and/or satisfactorily perform any task, deliverable, service, maintain Comprehensive Stroke Center or Thrombectomy-Capable Stroke Center certification, or other work required under this Agreement; or
- Hospital fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement 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; or
- Hospital expressly repudiates this Agreement by an unequivocal refusal to perform.

In the event the County intends to terminate this Agreement in accordance with Paragraph 8.51, it shall give thirty (30) days' notice to the Hospital that it is in material breach and/or anticipatory breach of the Agreement. In the notice of intended termination, the Director shall set forth the facts underlying its claim that the Hospital is in material breach and/or anticipatory breach. Remedy of the breach or convincing progress towards a cure within twenty (20) days (or such longer period as the County may authorize in writing) of receipt of said notice shall revive the Agreement in effect for the remaining term.

- 8.51.2 In the event that the County terminates this Agreement in whole or in part as provided in sub-paragraph 8.51.1, 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 Hospital shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Hospital shall continue the performance of this Agreement to the extent not terminated under the provisions of this sub-paragraph. The parties agree that the Hospital's liability to the County for excess costs described under this sub-paragraph 8.51.2 shall be limited to excess costs incurred for the twelve (12) months following the County's termination of this Agreement or the remaining period of this Agreement after breach, whichever time period is less.
- 8.51.3 Except with respect to defaults of any subcontractor, the Hospital shall not be liable for any such excess costs of the type identified in sub-paragraph 8.51.2 if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Hospital. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or Contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Hospital. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Hospital and subcontractor, and without the fault or negligence of either of them, the Hospital shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Hospital to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

- 8.51.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.51, it is determined by the County that the Hospital was not in default under the provisions of this sub-paragraph 8.51, or that the default was excusable under the provisions of Sub-paragraph 8.51.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.50 - Termination for Convenience.
- 8.51.5 The rights and remedies of the County provided in this sub-paragraph 8.51 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.52 TERMINATION FOR IMPROPER CONSIDERATION

- 8.52.1 The County may, by written notice to the Hospital, immediately terminate the right of the Hospital to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the Hospital, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Hospital's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Hospital as it could pursue in the event of default by the Hospital.
- 8.52.2 The Hospital 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 to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861 or www.lacountyfraud.org.
- 8.52.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.53 TERMINATION FOR INSOLVENCY

- 8.53.1 The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:
- Insolvency of the Hospital. The Hospital 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 Hospital is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Hospital under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Hospital; or
- The execution by the Hospital of a general assignment for the benefit of creditors.

8.53.2 The rights and remedies of the County provided in this subparagraph 8.53 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.54 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Hospital, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Hospital, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Hospital or any County Lobbyist or County Lobbying firm retained by the Hospital to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

8.55 INTENTIONALLY OMITTED

8.56 TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.57 INTENTIONALLY OMITTED

8.58 VALIDITY

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

8.59 WAIVER

No waiver by the County of any breach of any provision of this Agreement 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 Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph 8.59 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.60 WARRANTY AGAINST CONTINGENT FEES

8.60.1 The Hospital warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Hospital for the purpose of securing business.

8.60.2 For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.61 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

8.61.1 Hospital acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.

8.61.2 If a Contractor or member of Hospital's staff is convicted of a human trafficking offense, the County shall require that Hospital or member of Hospital's staff be removed immediately from performing services under this Agreement. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

8.61.3 Disqualification of any member of Hospital's staff pursuant to this Sub-paragraph shall not relieve Hospital of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

8.62 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

Hospital shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination:

Conviction History. Hospital's violation of this paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement.

8.63 COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

The Hospital acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Hospital further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Hospital, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Hospital, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Hospital to termination of contractual agreements as well as civil liability.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 DUE PROCESS

9.1.1 Notice of Proposed Adverse Action: In all cases in which the EMS Agency has the authority to, and pursuant to this authority, take any of the actions constituting grounds for hearing as set forth in Paragraph 9.1.2, Hospital shall promptly be given written notice of the specific charges and factual basis upon which the EMS Agency action is based. The Director may implement an interim order of suspension pending the exhaustion of Hospital's due process right provided herein. Hospital shall be afforded its due process right to a hearing before implementation of any of the actions which constitute grounds for a hearing. Hospital shall have thirty (30) calendar days following the receipt of such notice within which to file with Director a written request for hearing before the EMS Commission (EMSC).

9.1.2 Grounds for Hearing: Any one or more of the following actions constitute grounds for a hearing before the EMSC (EMSC hearing):

- 1) Suspension
- 2) Suspension with intent to terminate
- 3) Termination for cause

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

Within ten (10) calendar days following the meeting with Director, Director shall issue to Hospital a written recommendation regarding the suspension. The Director may recommend that the suspension be continued for a particular time or upon particular conditions, that Hospital's agreement be terminated, that other conditions be imposed on Hospital, that the suspension is not warranted and abate the Notice of Proposed Adverse Action, or take such other action as may be deemed warranted. If Director recommends any action other than immediate return of Hospital to unsuspended status, Hospital may request a hearing on the suspension before the EMSC, as provided in this Paragraph. Such request shall be in writing and addressed to Director. Any such request shall be delivered within five (5) calendar days after the Director's delivery of his/her written recommendation to Hospital.

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

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

reasonably known, who will give testimony or evidence in support of that party at the hearing.

- 9.1.6 Hearing Procedure: At the hearing, subject to the rules of the EMSC, both sides shall have the following rights: to call and examine witnesses, to introduce exhibits, and to rebut any evidence. The EMSC may question witnesses.
- 9.1.7 Memorandum of Points and Authorities: Subject to the rules of EMSC, each party shall have the right to submit to the EMSC a memorandum of points and authorities.
- 9.1.8 Basis of Decision: Subject to the rules of the EMSC, the EMSC decision on a hearing under this Agreement shall be based upon the evidence produced at the hearing. The evidence may consist of the following:
- 1) Oral testimony of the parties' representatives;
 - 2) Documentary evidence introduced at the hearing;
 - 3) Briefs or memoranda of points and authorities presented in connection with the hearing;
 - 4) Policies and procedures of the EMS Agency; and
 - 5) All officially noticed matters.
- 9.1.9 Record of Hearing: The parties understand that the EMSC maintains a record of hearings by one or more of the following methods: a shorthand reporter, an audio or disc recording, or by its clerk's minutes of the proceedings. If a shorthand reporter is specifically requested in writing by Hospital or by Director, the costs of same shall be borne by such party. The parties understand that the EMSC may, but shall not be required to, order that oral evidence shall be taken only by oath or affirmation administered by any person designated by such body and entitled to notarize documents in the State of California.
- 9.1.10 Decision of the EMSC: The decision of the EMSC shall be effective and binding on the parties to the extent permitted and prescribed in County Code Section 3.20.070 B.

9.2 RESPONSIBILITY FOR INDIGENT PATIENTS

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

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be executed by its Director of Health Services, or authorized designee, and the Hospital has caused this Agreement to be executed on its behalf by its duly authorized officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By: _____ for
Christina R. Ghaly, M.D.
Director of Health Services

HOSPITAL

By: _____
Signature

Printed Name

Title

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____
Brian T. Chu, Principal Deputy County Counsel

**AGREEMENT FOR
COMPREHENSIVE STROKE SYSTEM**

TABLE OF CONTENTS OF EXHIBITS

STANDARD EXHIBITS

- A STATEMENT OF WORK (NOT ATTACHED TO SAMPLE)
- B INTENTIONALLY OMITTED
- C INTENTIONALLY OMITTED
- D HOSPITAL'S EEO CERTIFICATION
- E COUNTY'S ADMINISTRATION
- F HOSPITAL'S ADMINISTRATION
- G FORM(S) REQUIRED AT THE TIME OF AGREEMENT EXECUTION
- H INTENTIONALLY OMITTED
- I SAFELY SURRENDERED BABY LAW

STATEMENT OF WORK

NOT ATTACHED TO SAMPLE

INTENTIONALLY OMITTED

INTENTIONALLY OMITTED

HOSPITAL'S EEO CERTIFICATION

Hospital Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the Hospital, 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.

HOSPITAL'S SPECIFIC CERTIFICATIONS

- | | | |
|--|------------------------------|-----------------------------|
| 1. The Hospital has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Hospital periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Hospital has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the Hospital has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

COUNTY'S ADMINISTRATION

AGREEMENT NO. _____

COUNTY'S PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY'S PROJECT MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

HOSPITAL'S ADMINISTRATION

HOSPITAL'S NAME: _____

AGREEMENT NO: _____

HOSPITAL'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

HOSPITAL'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Hospital shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

HOSPITAL ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

HOSPITAL NAME _____ Agreement No. _____

GENERAL INFORMATION:

The Hospital referenced above has entered into an Agreement with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Hospital Acknowledgement and Confidentiality Agreement.

HOSPITAL ACKNOWLEDGEMENT:

Hospital understands and agrees that the Hospital employees, consultants, Outsourced Vendors and independent contractors (Hospital's Staff) that will provide services in the above referenced agreement are Hospital's sole responsibility. Hospital understands and agrees that Hospital's Staff must rely exclusively upon Hospital for payment of salary and any and all other benefits payable by virtue of Hospital's Staff's performance of work under the above-referenced contract.

Hospital understands and agrees that Hospital's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Hospital's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of performance of work under the above-referenced contract. Hospital understands and agrees that Hospital's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Hospital and Hospital's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Hospital and Hospital's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Hospital and Hospital's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Hospital and Hospital's Staff understand that if they are involved in County work, the County must ensure that Hospital and Hospital's Staff, will protect the confidentiality of such data and information. Consequently, Hospital must sign this Confidentiality Agreement as a condition of work to be provided by Hospital's Staff for the County.

Hospital and Hospital's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Agreement between Hospital and the County of Los Angeles. Hospital and Hospital's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Hospital and Hospital's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Hospital proprietary information and all other original materials produced, created, or provided to Hospital and Hospital's Staff under the above-referenced contract. Hospital and Hospital's Staff agree to protect these confidential materials against disclosure to other than Hospital or County employees who have a need to know the information. Hospital and Hospital's Staff agree that if proprietary information supplied by other County vendors is provided during this employment, Hospital and Hospital's Staff shall keep such information confidential.

Hospital and Hospital's Staff agree to report any and all violations of this agreement by Hospital and Hospital's Staff and/or by any other person of whom Hospital and Hospital's Staff become aware.

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

INTENTIONALLY OMITTED

SAFELY SURRENDERED BABY LA

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

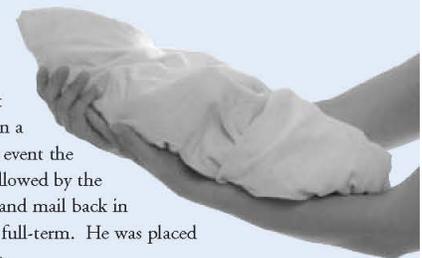
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents 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 no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmale que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

