

AGREEMENT FOR EMERGENCY STROKE TRANSPORT SERVICES

between

UCLA HEALTH SYSTEM and CITY OF LONG BEACH

36095

This Agreement for Emergency Stroke Transport Services ("Agreement") is made and entered into effective as of 11/01/2021 (the "Effective Date"), by and between The Regents of the University of California, on behalf of the UCLA Health System and the David Geffen School of Medicine at UCLA, Department of Neurology (collectively, "UCLA"), and the City of Long Beach ("PROVIDER").

RECITALS

- A. UCLA owns and operates the Ronald Reagan UCLA Medical Center and the Santa Monica - UCLA Medical Center and Orthopaedic Hospital which are licensed acute care hospitals located at 757 Westwood Plaza, Los Angeles, CA 90095 and 1250 16th Street, Santa Monica, CA 90404.
- B. PROVIDER is a municipal corporation duly organized and existing under the laws of the State of California with the power to carry on its business as it is being conducted under the statutes of the State of California and the Municipal Code of PROVIDER. The PROVIDER's Fire Department is fully licensed and accredited to provide emergency medical transportation services.
- C. A Mobile Stroke Unit ("MSU") is an ambulance that has a Computerized Tomography (CT) scanner capable of performing head CTs in the community and prior to arriving at a hospital.
- D. A Mobile Stroke Unit Team ("MSU Team") is an organized group of health care providers that specialize in stroke care and may include, but not limited to a radiology technician, registered nurse, paramedic, and vascular or emergency neurologist.
- E. A Mobile Stroke Unit Program ("MSU Program") is a predetermined plan that requires a MSU and MSU Team who respond in an ambulance and provide high level, on-scene, acute stroke care. The program is approved by the EMS Agency to be deployed in the prehospital setting to provide rapid assessment of suspected acute stroke patients by utilizing a mobile CT scanner able to transmit images to a remote site or on scene and provide a hard copy to receiving hospitals. Further elements of the program can include treatment with intravenous tissue plasminogen activator (Alteplase), hemostatic agents, and blood pressure medications and determination of appropriate hospital destination depending on CT scanner findings and consultation with base station to support the suspected stroke patient.
- F. The Department of Health Services Los Angeles County issued a MSU Mutual Aid Report, dated September 29, 2017, and prehospital care policy, Reference No. 817 Regional Mobile Response Team, dated September 15, 2017, which policy defines the requirements for MSUs, the activation and approval process for MSU Teams, and the general topics that must be addressed in a contract between a MSU Program and any Exclusive Operating Area Provider, as defined therein.

G. UCLA and PROVIDER previously entered into an Agreement for Emergency Stroke Transport Services dated July 1, 2019. The parties desire to amend and restate that agreement and hereby enter into this Agreement regarding emergency stroke transport services as a pilot program, which Agreement shall replace the agreement dated July 1, 2019.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth below, the parties hereby agree as follows:

1. SERVICES TO BE PROVIDED BY PROVIDER.

- 1.1 Basic Services. PROVIDER shall allow UCLA's mobile stroke ambulance unit ("MSU") to operate under PROVIDER's ambulance provider license, in order to transport patients from the location of patient pickup to the appropriate receiving hospital. The MSU will be considered part of PROVIDER's ambulance fleet for the duration of this Agreement.
- 1.2 PROVIDER shall allow UCLA access to the appropriate data sources for process and outcomes measures of patients transported by the MSU, for program performance improvement, and research purposes. These data sources may be hosted by PROVIDER or a contracted affiliate of PROVIDER (such as the Get With The Guidelines data source through the Los Angeles County Emergency Medical Services Agency).
- 1.3 PROVIDER shall provide one licensed and trained Paramedic to staff the MSU during all hours of operation. The Paramedic at all times will be an employee of PROVIDER. This Paramedic will operate within the customary scope of practice as a paramedic within the City of Long Beach and County of Los Angeles. PROVIDER shall be responsible for providing appropriate coverage when Paramedic is on vacation or otherwise unable to work on the MSU. The MSU observes the following holidays and will not be in service: Thanksgiving Day, the day following Thanksgiving, Christmas Eve, Christmas Day, New Years Eve, New Years Day, Memorial Day, Independence Day, and Labor Day. All holidays will be observed on the actual day.
 - 1.3.1 PROVIDER shall be solely responsible for satisfying any and all obligations for the paramedic(s) it employs that provides services under this Agreement. Such obligations shall include, but are not limited to, paying all federal and state withholding taxes applicable to paramedic(s), complying with federal and state wage-hour obligations (including overtime), workers compensation obligations, unemployment insurance obligations, and other applicable taxes and contributions to government mandated employment related insurance and similar programs.
- 1.4 PROVIDER shall provide two (2) mobile radios to ensure electronic communication between the MSU and PROVIDER's dispatch center. All equipment shall remain the property of PROVIDER throughout the duration of this Agreement, and shall be returned to PROVIDER upon termination of the Agreement. All equipment shall be returned in as good a condition as received at the commencement of this Agreement, except for reasonable wear and tear. UCLA shall repair or replace any lost or damaged equipment, provided however, that UCLA shall not

be responsible to repair or replace any lost or damaged equipment if PROVIDER is solely at fault for such damage or loss.

2. SERVICES TO BE PROVIDED BY UCLA.

2.1 Basic Services. UCLA shall provide the MSU Team which shall consist of a specialty transport team (or "STT"), and related medical direction and services, together with the MSU, medical equipment, and supplies unique to the services provided by the STT for the clinical services and transport of patients to UCLA and other receiving hospitals.

2.2 Specialty Transport Team Medical Personnel. UCLA shall provide from among its employees such medical personnel for the STT, with the exception of the Paramedic, who will at all times be an employee of and provided by PROVIDER. . For reasons of safety, efficiency and compliance, PROVIDER and UCLA agree that the STT will consist of 1 Paramedic, 1 Critical Care Transport Nurse, 1 Computed Tomography Technician, and 1 Vascular or Emergency Neurologist (via telehealth), each of whom are appropriately experienced and licensed for the level of care required for the transport. Each STT member shall be trained and familiar with medical operations prior to assignment to the STT. UCLA shall be responsible for all medical direction and authority of the STT, as described herein, during the transport of patients under this Agreement.

2.2.1 UCLA employees so assigned receive all of their compensation and benefits from UCLA in accordance with UCLA policies and procedures while performing these services.

2.3 Medical Director and STT Administrative Services. UCLA shall provide a Medical Director (the "Medical Director"), who shall be a David Geffen School of Medicine, Department of Neurology ("Department") physician, to provide clinical oversight services for the MSU Program. The Medical Director will (i) provide clinical oversight with respect to the patients transported within the MSU Program, (ii) develop and approve medical treatment protocols for patients transported by the MSU, (iii) work collaboratively with the PROVIDER's medical director and assist PROVIDER in monitoring state and local EMS regulations as they relate to emergency transports. In addition to the Medical Director's responsibilities, the MSU Critical Care Transport Nurse will provide program administrative oversight. These administrative services will include basic training of the MSU staff, scheduling of STT staffing, and quality assurance for the MSU Program.

2.4 Patient Care by UCLA Designated Physician during Transport. UCLA may, at UCLA's sole discretion based on patient needs, designate a physician to accompany the STT to provide direct patient care on an MSU transport. Said UCLA designated physician's patient care services shall be aside from, and in addition to the administrative duties of the Medical Director described above.

2.5 Maintenance, fueling, insurance, licensing (other than the ambulance provider license), and repairs of the MSU will be the responsibility of UCLA.

2.6 During the daily operations of the MSU, if Base Station contact is made, the MSU shall contact the appropriate Base Station. Within six months of the expiration or termination of the Agreement, UCLA will submit a comprehensive report to the PROVIDER.

3. RELATIONSHIP OF THE PARTIES.

3.1 Independent Contractors. The relationship of the parties as set forth in this Agreement is that of independent contractors. Nothing in this Agreement is intended or shall be construed as creating any kind of partnership, joint venture, or agency relationship between the parties. Neither PROVIDER nor its employees (including, but not limited to, paramedic(s)), agents, or subcontractors, if any, shall in any way be deemed to be employees, agents, or subcontractors of UCLA. Likewise, neither UCLA nor its employees, agents, or subcontractors, if any, shall be deemed to be employees, agents, or subcontractors of PROVIDER. Each of the parties shall be solely responsible for the method and manner in which it and its respective employees, agents, or subcontractors carry out the duties imposed on it by this Agreement, and neither party shall exercise any control or direction over the methods by which the other party and its respective employees, agents, or subcontractors perform their respective functions hereunder, except as may otherwise be provided in this Agreement. Neither party (nor any of its employees, agents, or subcontractors) shall have a respective claim under this Agreement or otherwise against the other party for vacation pay, sick leave, retirement benefits, workers' compensation, or other employee benefits, privileges, or usual and customary rights of any kind.

4. TERM AND TERMINATION.

4.1 Term. This Agreement shall be in effect for a period of two (2) years commencing at midnight on 11/01/2021, and terminating at 11:59 p.m. on 10/31/2023, with the option to renew for one additional one-year period, upon the mutual written agreement of both parties.

4.2 Termination without Cause. Either party may terminate this Agreement for any reason upon thirty (30) days' prior written notice to the other party.

4.3 Termination with Cause. Either party may terminate this Agreement immediately in the event of breach; or if either party loses its license, accreditation or certification; or if either party is no longer able to provide the service for which this Agreement was entered into.

5. BILLING AND CHARGES FOR MEDICAL TRANSPORT SERVICES.

5.1 Billing. PROVIDER shall seek payment for all transport services, which includes the transport services provided by the STT by directly billing and collecting from the patients and other persons for whose benefit such services are provided under this Agreement, including without limitation the transported persons, their insurance carriers, county, state or federal agencies, or the sending or receiving medical facility pursuant to a prior written agreement between PROVIDER and such facility, as appropriate (the "Patient Billings"). PROVIDER shall accept such reimbursement for Patient Billings as payment in full, and shall not look to UCLA for any additional payment. PROVIDER's fees shall be competitive with customary local fees for comparable services and shall be billed in accordance with all applicable laws (including those of the federal health care programs), customary professional practices, and other third-party payer programs, whether public or private. PROVIDER shall maintain a compliance program designed to promote adherence with such applicable laws and programs. If the STT and specific care provided in the MSU allows PROVIDER to bill a higher level of transport than PROVIDER would

otherwise be able to, UCLA shall be entitled to the difference in received reimbursement in order to partially cover the costs of the STT labor, equipment and other clinical costs.

Nothing herein shall restrict UCLA from billing for technical or professional services related to the standard of care clinical services performed as a part of the MSU Program.

5.2 Invoicing Procedures. In accordance with state and federal law, including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated hereunder, UCLA shall provide to PROVIDER all information necessary or appropriate for the proper billing, reimbursement, collection and management by PROVIDER of the Patient Billings as well as a complete copy of the transport patient care record.

5.3 Billing and Payment for PROVIDER Costs. UCLA shall reimburse PROVIDER for the actual costs (salaries and benefits) incurred by PROVIDER for the assigned Paramedic for the time paramedic provides services under this Agreement. PROVIDER shall invoice UCLA on a monthly basis and shall submit each invoice within thirty (30) calendar days of the last day of the month in which the services were provided. Invoices shall include descriptions of each expense, and shall not include additional markups or fees beyond actual costs incurred by PROVIDER. Payment by UCLA shall be due forty-five (45) calendar days after invoice receipt by UCLA. If UCLA disputes any portion of an invoice, UCLA shall pay the undisputed portion and shall provide PROVIDER with written notice of the disputed portion and the reasons therefor, and UCLA shall not be obligated to pay such disputed portion. UCLA and PROVIDER shall use good faith efforts to resolve any such disputes within six (6) months of the date of the original invoice.

6. INDEMNIFICATION.

6.1 Indemnification by PROVIDER. PROVIDER shall defend, indemnify and hold UCLA, the County of Los Angeles, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement including but not limited to, claims of employees of PROVIDER, claims of third parties and claims arising out of injury to or death of any person, and from and against all loss or damage, or destruction of any property whatsoever, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injuries or damages are caused by or result from PROVIDER's breach of this Agreement, or the negligent or intentional acts or omissions of PROVIDER, its officers, agents, or employees.

The foregoing shall not apply to claims or causes of action resultant from the sole negligence or willful misconduct of UCLA or its officials, employees, or agents.

6.2 Indemnification by UCLA. UCLA shall defend, indemnify and hold PROVIDER, its departments, boards, officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement including but not limited to, claims of employees of UCLA, claims of third parties and claims arising out of injury to or death of any person, and from and against all loss or damage, or destruction of any property whatsoever, but

only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injuries or damages are caused by or result from UCLA's breach of this Agreement or the negligent or intentional acts or omissions of UCLA, its officers, agents or employees, including any third party claim relating to any act or omission by UCLA employees including the Medical Director.

The foregoing shall not apply to claims or causes of action resultant from the sole negligence or willful misconduct of the City of Long Beach, its Boards, or their officials, employees, or agents.

7. INSURANCE

7.1 Insurance to be maintained by PROVIDER. PROVIDER, at its own sole cost and expense, shall insure or self-insure its activities, including those of its paramedics and employees acting in the course and scope of their employment, in connection with this Agreement and obtain, keep in force and maintain during the term or any extended term hereof, policies of insurance as follows:

A. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

(1) Each Occurrence	\$3,000,000
(2) Products, Completed Operations Aggregate	\$5,000,000
(3) Personal and Advertising Injury	\$1,000,000
(4) General Aggregate	\$5,000,000

However, if such insurance is written on a claims made form, following termination of the Agreement, coverage shall survive for a period of not less than three years. Coverage shall provide for a retroactive date of placement prior to or coinciding with the effective date of the Agreement. Such liability policies shall name UCLA (The Regents of the University of California, on behalf of the UCLA Medical Center and David Geffen School of Medicine at UCLA), and their respective directors, officers and employees of each, as additional insureds with respect to the operations of PROVIDER.

B. Non-Owned or Hired Automobile Liability Insurance:

(1) Combined Single Limit	\$5,000,000
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C. Workers' Compensation Insurance: as required under California state law.

D. Such other insurance in such amounts which from time to time may be reasonably required by the prior, written mutual consent of both parties against other insurable hazards relating to performance under the Agreement.

It should be expressly understood, however, that the coverage's required herein shall not in any way limit the liability of PROVIDER as per the terms and conditions of the Section 6.1 above.

Upon UCLA 's request, PROVIDER shall supply a certificate or certificates of insurance or self-insurance to UCLA, evidencing coverage in the amounts and for the perils listed above. Certificate(s) shall name The Regents of the University of California as an additional insured

under only subsections A and D above, obligate the insurer to notify UCLA at least thirty (30) days prior to cancellation of any of the required insurance or self-insurance.

7.2 Insurance to be Maintained by UCLA. UCLA, at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance or self-insurance for UCLA and the STT, MSU, MSU Team, and MSU Program during the term hereof as follows:

A. Professional Medical and Hospital Liability self-insurance with limits of five million dollars (\$5,000,000) per occurrence, with a general aggregate of five million dollars (\$5,000,000). If such insurance is written on a claims-made form, it shall continue for five years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement. In the event that a claims-made policy is canceled or non-renewed, then UCLA shall obtain extended reporting (tail) coverage for the remainder of the five (5) year period.

B. General Liability (contractual liability included) with limits as follows:

(1) Each Occurrence	\$3,000,000
(2) Products, Completed Operations Aggregate	\$5,000,000
(3) Personal and Advertising Injury	\$1,000,000
(4) General Aggregate	\$5,000,000

However, if such insurance is written on a claims made form, following termination of the Agreement, coverage shall survive for a period of not less than three years. Coverage shall provide for a retroactive date of placement prior to or coinciding with the effective date of the Agreement. PROVIDER shall be named as an additional insured under such liability policies.

C. Business Automobile Liability (for owned and scheduled automobiles):

(1) Combined Single Limit	\$5,000,000
(2) Property Damage	\$5,000,000

D. Property Insurance \$2,000,000

E. Workers' Compensation Insurance: as required under California state law.

It should be expressly understood; however, that the coverage's required herein shall not in any way limit the liability of UCLA as per the terms and conditions of Section 6.2 above.

Upon PROVIDER's request, UCLA shall supply a certificate or certificates of insurance or self-insurance to PROVIDER, evidencing coverage in amounts and for the perils listed above.

8. COMPLIANCE.

8.1 The parties agree as follows:

- a. Each party and its subcontractors shall comply with all applicable Federal, State and County, or other government agency laws, rules or regulations. Each party agrees that its medical personnel providing services under this Agreement will be properly licensed and qualified under all applicable laws and regulations.
- b. Each party and its employees and subcontractors will obtain, and shall maintain and keep in force, all consents, licenses, permits, approvals and authorizations of federal, state and local governmental authorities which may be required to execute, deliver, and perform its obligations under this Agreement and to provide emergency medical services.
- c. PROVIDER shall maintain appropriate ambulance provider accreditation and shall make available to UCLA the results of its most recent evaluation.
- d. PROVIDER is a California organization, validly existing, and in good standing under the laws of the State of California, is duly authorized to transact business in the State of California and has the power and authority to execute, deliver, and perform its obligations under this Agreement.
- e. Neither party is now, and has never been, excluded, sanctioned, or otherwise ineligible from participation in any government-sponsored program, including, without limitation, the Medicare, Medicaid (Medi-Cal), or other federal health care programs. Each party represents and warrants that neither it, nor its representatives who will provide services pursuant to this Agreement, have ever been convicted of a criminal offense related to the provision of health care items or services, or under investigation for such offense, but not yet excluded, suspended or otherwise ineligible from participation in federal health care programs. This Agreement shall be subject to immediate termination in the event that either party is excluded from participation in any federal healthcare or procurement program.

8.2 Compliance Program Obligations. PROVIDER staff (including the paramedic(s)) shall comply with the terms and conditions of UCLA's Compliance Program, to the extent applicable to PROVIDER staff in the provision of services under this Agreement in connection with the STT and MSU. PROVIDER agrees to report possible compliance issues relating to UCLA to the UCLA Health System Chief Compliance Officer as soon as reasonably possible, and in accordance with the UCLA Compliance Program at the address below. PROVIDER acknowledges and agrees that, pursuant to the UCLA Compliance Program, PROVIDER shall be subject to routine monitoring and review. PROVIDER agrees to cooperate as reasonably necessary in any such review conducted in connection with the administration of the UCLA Compliance Program.

The parties agree that all services provided by UCLA employees under this Agreement shall be subject to UCLA's risk management program and policies. UCLA employees shall comply with all such risk management program requirements, including but not limited to incident reporting.

The notices under this Section shall be sent to the UCLA Health System Chief Compliance Officer at: Box 957067 924 Westwood Blvd., Suite #810, Los Angeles, CA 90095-7067

8.3 Notification. Each party shall notify the other party in writing as soon as reasonably practicable, but in no event more than 72 hours after, if either such party or any of its agents, employees or subcontractors providing services under this Agreement becomes aware of any of the following:

a. Such party or any of its employees, agents, officers, directors, or subcontractors providing services under this Agreement becomes the subject of any investigation, proceeding, or disciplinary action by the Medicare and/or Medicaid (Medi-Cal) programs or any other Federal health care program, as defined at 42

U.S.C. section 1320 a - 7b (f), and/or any state's medical board, or any agency responsible for professional licensing, standards or behavior.

b. In the event of a loss, suspension or material limitation of the license required for such party, its employees, agents and/or subcontractors to provide services under this Agreement.

c. In the event of a loss, suspension or material limitation of the PROVIDER's ambulance provider accreditation.

d. Any event that materially interrupts or affects such party's ability to perform the services under this Agreement.

8.4 HIPAA Compliance. The parties agree that, in the performance of its duties under this Agreement, PROVIDER is acting as a covered entity as described in HIPAA and regulations promulgated hereunder by the U.S. Department of Health and Human Services ("HIPAA Regulations"). Each party, as a covered entity shall comply with its obligations with respect to the confidentiality, privacy and security of patients' medical information and shall take the required steps to preserve the confidentiality of this information, including the training of staff and the establishment of proper procedures for the release of such information, as required by HIPAA and the HIPAA regulations and other applicable laws and regulations.

9. BOOKS AND RECORDS.

9.1 Each party shall maintain all records related to the services provided under this Agreement and all information submitted to any governmental entity. In addition, each party shall maintain and retain complete billing and collection information, and other books and records relating to the provision of services under this Agreement. Each party shall be permitted access upon reasonable notice to all books and records relating to the performance of this Agreement in the possession and control of the other party.

9.2 Each party shall provide the other with copies of relevant records relating to the services provided herein, as reasonably requested and upon reasonable notice, except where prohibited by law or protected by a privileged communication.

10. COOPERATION.

10.1 PROVIDER and UCLA agree to cooperate with each other in the timely investigation and disposition of audits, peer review matters, disciplinary actions and third-party liability claims

arising out of any services provided under this Agreement or in the operation of the MSU. The parties shall notify one another as soon as possible of any adverse event which may result in liability to the other party. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, timely notice, joint investigation, defense, disposition of claims of third parties arising from services performed under this Agreement, and making witnesses available.

10.2 To the extent allowed by law, PROVIDER and UCLA shall have reasonable and timely access to the medical records, charts, applicable quality assurance data of the other party relating to any claim or investigation related to services provided pursuant to this Agreement; provided, however, that neither PROVIDER nor UCLA shall be required to disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege, under the Attorney Work-Product Privilege, or under section 5705 of Title 38, United States Code.

11. GENERAL PROVISIONS.

11.1 No Referral Contingency. The parties agree hereto that the benefits to each party hereunder do not require, are not payment for, and are in no way contingent upon the admission, referral, or any other arrangement for the provision of any item or service offered by either party in any facility, controlled, managed, or operated by any party. The parties expressly acknowledge and agree that it has been and continues to be their intent to comply fully with all federal, state, and local laws, rules and regulations. It is not the purpose nor is it a requirement of this Agreement to offer or receive any remuneration of any nature or to solicit, require, induce, or encourage the referral of any patient, the payment for which may be made in whole or in part by Medicare or Medicaid (Medi-Cal). No payment made or received under this Agreement is in return for the referral of patients or in return for the purchasing, leasing, ordering or arranging for or recommending the purchasing, leasing, or ordering of any goods, service, item or product for which payment may be made in whole or in part under Medicare or Medicaid (Medi-Cal). No party shall make or receive any payment that would be prohibited under state or federal law.

11.2 Non-Exclusivity. Nothing in this Agreement shall be construed as limiting the rights of either party to contract with any other entity on a limited or general basis.

11.2.1 Mutual Aid Resource. In reference to the motion by Supervisor Janice Hahn of the LA County Board of Supervisors on June 20th, 2017 (17-2870) and the subsequent Mobile Stroke Unit Mutual Aid Report, dated September 29, 2017, issued by the Department of Health Services Los Angeles County, nothing in this Agreement shall limit the ability of the MSU to act as a mutual aid resource anywhere in the county of Los Angeles upon the Emergency Medical Services Agency developing policies and procedures to allow for such an operation.

11.3 Third-Party Rights. Nothing in this Agreement is intended to be construed, or be deemed to create, any right or remedies in any third party.

11.4 Use of Name. Neither party shall use the name, address, logo or other trademarks of the other on any promotional or advertising material, without the other party's prior written

consent. PROVIDER acknowledges that California Education Code section 92000 prohibits the use of UCLA 's names to suggest that UCLA endorses a product or service. PROVIDER will not use the names "University of California," "UCLA," or other similar references to UCLA or its facilities without the prior written approval of an authorized representative of UCLA.

11.5 Medical Staff Privileges. Nothing in this Agreement shall be construed to affect or interfere with the rules and regulations of the parties as they relate to medical staff membership privileges of physicians in said facilities.

11.6 Waiver. Waiver by either party of any breach of any provision of this Agreement or warranty of representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

11.7 Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the Agreement, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

11.8 Governing Law. This Agreement shall be governed in all respects by the laws of the State of California.

11.9 Regulatory Compliance. Both parties to this Agreement shall comply fully with all applicable provisions of federal and state law and other rules and regulations of any and all governmental authorities and accrediting agencies relating to the transfer of patients, including without limitation EMTALA, the Consolidated Omnibus Budget Reconciliation Act (42 U.S.C. section 1395dd, also known as COBRA), California laws and regulations, and to the extent applicable to a party, the Commission on Accreditation of Medical Transport Systems ("CMTS"), and the Joint Commission.

11.10 No Assignment. Neither party may delegate its duties or assigns its rights hereunder, either in whole or in part, without the prior written consent of the other party. Any delegation or assignment which does not have such consent shall be null and void.

11.11 Notices. All notices required under this Agreement shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, certified mail, return receipt requested, and addressed as follows:

TO PROVIDER:

City of Long Beach

333 West Ocean Boulevard

Long Beach, CA 90802

Attention: City Manager

WITH COPY TO:

Long Beach Fire Department
3205 Lakewood Boulevard
Long Beach, CA 90808
Attention: Fire Chief

TO UCLA:

UCLA Mobile Stroke Program
924 Westwood Blvd., Suite 1000
Los Angeles, California 90024
Attention: Laura Yost

WITH COPY TO DEPARTMENT:

UCLA Stroke Center
710 Westwood Plaza, Suite 4-126
Los Angeles, CA 90095
Attn: May Nour, MD

11.12 Force Majeure. No default, delay or failure to perform on the part of either party shall be considered a default, delay, or failure to perform otherwise chargeable, hereunder, if such default, delay, or failure to perform is due to causes beyond either party's reasonable control including, but not limited to, strike, lockouts, or inactions of governmental authorities; epidemics; war, embargoes; fire; earthquake; acts of God; or default of a common carrier. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances. When such events have abated, the parties' respective obligations shall resume. In the event of such default, delay, or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay, or failure to perform.

11.13 Authorized Signature. The individuals signing below for their respective organizations have been authorized by these organizations to enter into and be bound by this Agreement on behalf of the organization.


11.14 Entire Agreement. This Agreement and the Attachments and Exhibits contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersede any prior agreements, oral or written, and all other communications between the parties relating to such subject matter.

11.15 Amendments. This Agreement or any part of it may be amended only by the mutual written consent of the duly authorized representatives of the parties unless otherwise provided in this Agreement.

11.16 Counterparts. This Agreement may be executed in any number or counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth below.

"UCLA"
The Regents of the University of California, on
behalf of the UCLA Health System

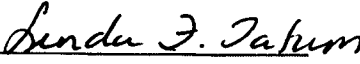
By: 

Name: Johnese Spisso

Title: President, UCLA Health &
CEO, UCLA Hospital System

Date: 10-1-21

"PROVIDER"
City of Long Beach

By: 

Name: LINDA F. TATUM

Title: ASST CITY MANAGER

Date: 10-22-2021

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

APPROVED AS TO FORM

October 13, 2021
CHARLES PARKIN, *City Attorney*


By: 
ARTURO D. SANCHEZ
DEPUTY CITY ATTORNEY

11.16 Counterparts. This Agreement may be executed in any number or counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth below.

"UCLA"

The Regents of the University of California, on
behalf of the UCLA Health System

By: 

Name: Johnese Spisso

Title: President, UCLA Health &
CEO, UCLA Hospital System

Date: 10/1/21

"PROVIDER"

City of Long Beach

By: _____

Name: _____

Title: _____

Date: _____