

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM  
3.28  
(ID # 4323)

**MEETING DATE:**

Tuesday, May 23, 2017

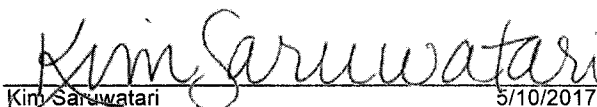
**FROM :** EMERGENCY MANAGEMENT DEPARTMENT:

**SUBJECT:** EMERGENCY MANAGEMENT DEPARTMENT: Approve the standard Agreement for Designation of Stroke Centers for the period July 1, 2017 through June 30, 2020 [All Districts] [\$0].

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the standard Agreement to be used for new and continued Designation of Primary Stroke Centers for the period July 1, 2017 through June 30, 2018, with option to renew annually for two additional years; and
2. Authorize the Director of Emergency Management to sign, as approved by County Counsel, new and continued existing Agreements for Designation of Primary Stroke Centers in substantially the form of the standard Agreement, including any amendments that do not change the substantive terms of the Agreement, for the period of performance through June 30, 2020.

**ACTION:** Policy

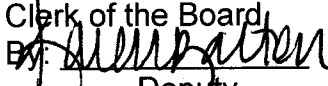
  
Kim Saruwatari 5/10/2017

---

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Tavaglione, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley  
Nays: None  
Absent: None  
Date: May 23, 2017  
xc: EMD

Kecia Harper-Ihem  
Clerk of the Board  
  
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ N/A	\$ N/A	\$ N/A	\$ N/A
<b>NET COUNTY COST</b>	\$ N/A	\$ N/A	\$ N/A	\$ N/A
<b>SOURCE OF FUNDS: N/A</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 17/18-19/20</b>	

**C.E.O. RECOMMENDATION:** APPROVE

**BACKGROUND:**

**Summary**

Each year in the United States, over 795,000 Americans suffer from a stroke. There is mounting evidence that patients benefit from the establishment of a stroke system of care which includes coordination between EMS and designated stroke center hospitals.

The American Heart Association/American Stroke Association has released evidence-based guidelines for the establishment of systems of care that optimize outcomes for patients suffering from stroke. Critical components of these guidelines are rapid recognition and treatment in the field followed by transport to a hospital capable of providing immediate advanced stroke procedures within pre-established timelines.

Following these guidelines, the EMS Agency implemented a stroke care system in Riverside County which has been in use since April 1, 2014. Central to that system is the designation of hospitals as Primary Stroke Centers (PSC). Hospitals receiving Stroke Center designation have met strict criteria for advanced stroke treatment capability, medical oversight, stroke focused education/training, continuous quality improvement and data reporting.

Designated Stroke Centers within Riverside County provide paramedics and Base Hospital Physicians a definitive care option shown to improve outcomes for stroke patients. Twelve hospitals throughout the County are currently designated as Primary Stroke Centers:

1. Eisenhower Medical Center
2. Desert Regional Medical Center
3. Riverside University Health System - Medical Center
4. Riverside Community Hospital
5. Kaiser Moreno Valley
6. Kaiser Riverside
7. Corona Regional Medical Center
8. Parkview Community Hospital
9. Temecula Valley Hospital
10. Inland Valley Medical Center
11. Rancho Springs Medical Center
12. Loma Linda University Medical Center - Murrieta

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

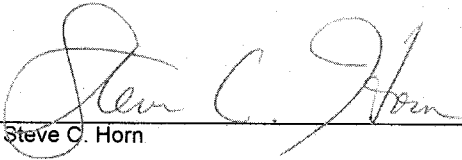
**Impact on Residents and Businesses**

There is no negative impact on the residents or businesses in the County.

**SUPPLEMENTAL:**

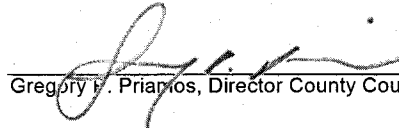
**Additional Fiscal Information**

REMSA is notifying the primary stroke centers in this agreement of the intent to implement a fee for designation of Specialty Care Centers that will recover the cost of agency oversight of the Specialty Care System, per new regulations (Chapter 13, seeking public comment) of the Health and Safety Code, Division 2.5. The fee schedule will be developed and submitted for Board approval after final approval of the new regulations.



Steve C. Horn

5/15/2017



Gregory F. Priamos, Director County Counsel

5/10/2017

**COUNTY OF RIVERSIDE  
PRIMARY STROKE CENTER DESIGNATION AGREEMENT**

**HOSPITAL:** Desert Regional Medical Center, Inc.

**AGREEMENT NUMBER:** EM-17-116

**TERM OF AGREEMENT:** July 1, 2017 – June 30, 2018, with the option to renew annually for 2 additional years

This Agreement is entered into by the County of Riverside, through its Emergency Management Department, Riverside County Emergency Medical Services Agency, hereinafter referred to as "COUNTY" or "REMSA"; and, Desert Regional Medical Center, Inc., hereinafter referred to as "HOSPITAL".

**1. Background**

COUNTY desires to assure patients in need of stroke medical care are directed to medical facilities capable of providing such care. COUNTY has implemented a Stroke Care System whereby a medical facility capable of providing Stroke care applies and is designated a Primary Stroke Center. COUNTY has determined that HOSPITAL meets criteria for designation as a Primary Stroke Center, and HOSPITAL is willing to accept designation as a Primary Stroke Center. The parties shall fulfill their obligations as stated in this Agreement.

**2. Definitions**

For the purposes of this Agreement:

- A. "Acute Stroke Patient" means a person evaluated by prehospital, physician, nursing or other clinical personnel according to the policies and procedures established by Riverside County EMS Agency, as may be amended from time to time, and been found to require Stroke Services.
- B. "CMS" means the Centers for Medicare and Medicaid Services.
- C. "Primary Stroke Center (PSC)" means an acute care hospital accredited as a PSC by a CMS approved accrediting body and designated by REMSA as a PSC.
- D. "REMSA" means the Riverside County Emergency Medical Services Agency.
- E. "Stroke Center Standards" means the standards applicable to stroke centers as published in the REMSA Policy Manual, including but not limited to Policy 5701. **The current version (and future revised versions) of the REMSA Policy Manual is available at: <http://www.remsa.us/policy/>.**
- F. "Stroke Services" means the customary and appropriate hospital and physician services provided by a Stroke Center to acute stroke patients, which, at a minimum, meet Stroke Center standards.

- G. "Stroke System Committee" means the multi-disciplinary peer-review committee which (1) is composed of representatives from Stroke Centers, Prehospital Receiving Centers, prehospital EMS personnel, and other interested members of the EMS community; (2) audits the stroke care system; (3) functions in an advisory capacity on other stroke system issues.

### **3. Obligations of HOSPITAL**

- A. HOSPITAL shall provide Stroke Services to any Acute Stroke Patient that comes to the emergency department of HOSPITAL, regardless of the Acute Stroke Patient's ability to pay physician fees and/or hospital costs. For the purposes of this Agreement, the phrase "comes to the emergency department" shall have the same meaning as set forth in the Emergency Medical Treatment and Active Labor Act (42 U.S.C. §1395dd) and the regulations promulgated thereunder (EMTALA).
- B. HOSPITAL shall comply with Stroke Center Standards (Policy 5701) as set forth in the current REMSA policy manual, available at [www.REMSA.us](http://www.REMSA.us).
- C. HOSPITAL shall establish adequate procedures for self-monitoring and quality control and assurance in compliance with Stroke Center Standards on a regular and ongoing basis. Documentation of such efforts shall be made available to COUNTY upon request.

### **4. Obligations of COUNTY**

- A. COUNTY will provide, or cause to be provided to HOSPITAL and/or the Stroke System Committee, prehospital system data related to stroke care.
- B. COUNTY will monitor the effectiveness of the Stroke System through continuous quality improvement (CQI) strategies and performance measures, developed in collaboration with the Stroke System Committee.

### **5. Financial Responsibility**

COUNTY shall not be liable for any costs or expenses incurred by HOSPITAL to satisfy the Stroke Center's responsibilities under this Agreement, including any costs or expenses incurred by HOSPITAL for services provided to Stroke Patients lacking the ability to pay for services.

### **6. Implementation of Fee Schedule for Designation of Specialty Centers**

REMSA reserves the right to implement fees based upon actual costs incurred by REMSA in meeting its statutory responsibilities for the oversight of designated Specialty Centers within its jurisdiction. Methodology for the development of a fee schedule will follow established County policy and will include equal division of cost between designated Specialty Centers. Specialty Centers will be given reasonable written notice by REMSA of any requirement to pay newly established fees.

## 7. Audits and Inspections

COUNTY and its authorized representatives shall be entitled to monitor, assess, and evaluate HOSPITAL's performance pursuant to this Agreement. To the extent permitted by law, such monitoring, assessments, or evaluations shall include, but not be limited to, audits, inspection of premises, review of reports, review of patient records, and interviews of HOSPITAL's staff and the Stroke program participants. Upon reasonable notice to HOSPITAL, as often as COUNTY may deem necessary, and to the extent permitted by law, HOSPITAL shall make available to COUNTY, upon COUNTY's request, all of HOSPITAL's records with respect to all matters covered by this Agreement.

## 8. Termination

- A. Termination without Cause: COUNTY may terminate this Agreement without cause upon ninety (90) days written notice served upon HOSPITAL stating the extent and effective date of termination. HOSPITAL may terminate this Agreement without cause upon ninety (90) days written notice to COUNTY.
- B. Termination for Cause by COUNTY: COUNTY may terminate this Agreement upon written notice to HOSPITAL, subject to HOSPITAL's opportunity to cure as set forth below, upon the occurrence of any one or more of the following events:
1. Any material breach of this Agreement by HOSPITAL, including failure to comply with the current Stroke Center Standards;
  2. Any violation by HOSPITAL of any applicable laws, regulations, or local ordinances;
  3. Submission by HOSPITAL to COUNTY reports or information that HOSPITAL knows or should know is incorrect in any material respect;
  4. Loss or suspension of licensure as an acute care hospital, loss or suspension of any existing or future special permits issued by state or federal agencies necessary for the provision of the services provided by HOSPITAL under the terms of this Agreement, or loss or suspension of accreditation from The Joint Commission or an equivalent accreditation body;
  5. Any failure to comply with a plan of correction imposed by COUNTY; and
  6. Repeated failure to submit specified reports, Stroke Information System data, or other information required under this Agreement.
- C. Opportunity to Cure: Prior to the exercise of COUNTY's right to terminate for cause, COUNTY shall give HOSPITAL at least thirty (30) days written notice (hereinafter "Correction Period") specifying in reasonable detail the grounds for termination and all deficiencies requiring correction. COUNTY may shorten the Correction Period to no less than seven (7) days if COUNTY determines that HOSPITAL's action or inaction has seriously threatened or will seriously threaten public health and safety. If HOSPITAL has not remedied each deficiency prior to the end of the Correction Period to the satisfaction of COUNTY, or COUNTY has not approved a plan of correction within the Correction Period, COUNTY may immediately terminate this Agreement upon written notice to

HOSPITAL, specifying the effective date of termination. No opportunity to cure is required prior to COUNTY's termination of this Agreement for failure by HOSPITAL to complete any plan of correction imposed by COUNTY.

**9. Maintenance of Records**

HOSPITAL shall maintain patient care, revenue, and expenditure data during the term of this Agreement and for a period of seven (7) years from the termination of this Agreement or until all claims, if any, have been resolved, whichever period is longer, or longer if otherwise required under other provisions of this Agreement or law. Such records shall be maintained in such a fashion as to be able to separately identify Stroke patients from all other patients.

**10. Reports, Evaluations and Research Studies**

HOSPITAL shall, as may be reasonably requested by COUNTY, participate in evaluations and/or research designed to show the effectiveness of the Stroke Care System; and shall submit reports and materials on its Stroke services as reasonably requested by COUNTY. These reports, evaluations and studies shall be used by COUNTY to analyze and generate aggregate statistical reports on the Stroke Care System performance.

**11. Hold Harmless/Indemnification**

HOSPITAL shall indemnify and hold harmless COUNTY, its officers, employees and agents ("COUNTY Indemnitees") from any liability damage, claim or action whatsoever based or assert upon any services or actions of HOSPITAL, its officers, employees or agents, arising out of or relating in any way to this Agreement, including but not limited to property damage, bodily injury or death. HOSPITAL shall, at its sole expense, including all costs and fees (including but not limited to attorney's fees, defense and settlements or awards), defend COUNTY Indemnitees in any claim or action for which indemnification is required. Any insurance requirements specified in this Agreement shall not in any way limit HOSPITAL's indemnification obligation.

**12. Insurance**

Without limiting or diminishing HOSPITAL's obligation to indemnify or hold the COUNTY harmless, HOSPITAL shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

- A. Workers' Compensation: HOSPITAL has employees as defined by the State of California, HOSPITAL shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per

person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.

- B. Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of HOSPITAL's performance of its obligations hereunder. Policy shall name the County of Riverside as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.
- C. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then HOSPITAL shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside as Additional Insureds.
- D. Professional Liability Insurance: HOSPITAL shall maintain Professional Liability Insurance providing coverage for HOSPITAL's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If HOSPITAL's professional liability insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and HOSPITAL shall purchase at its sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) prior dates coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that HOSPITAL has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2), or 3) will continue as long as the law allows.
- E. General Insurance Provisions – All lines:
  - 1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insure such waiver is only valid for that specific insurer and only for one policy term.
  - 2. HOSPITAL must declare its insurance self-insured retention for each coverage required herein. If such self-insured retentions exceed \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the County, and at the election of the County's Risk Manager, HOSPITAL's carrier shall either 1) reduce or eliminate such self-insured retention as respects this Agreement with the County; or 2) procure a bond which



guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3. HOSPITAL shall cause HOSPITAL's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. *Further, said Certificate(s) and policies of Insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If HOSPITAL insurance carrier(s) policies does not meet the minimum notice requirement found herein, HOSPITAL shall cause HOSPITAL'S insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement..*
4. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. *HOSPITAL shall not commence operations until the County has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and, if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.*
5. It is understood and agreed to by the parties hereto that HOSPITAL's insurance shall be construed as primary insurance, and the COUNTY's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
6. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by HOSPITAL has become inadequate.
7. HOSPITAL shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

8. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

9. HOSPITAL agrees to notify the COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

### **13. Conflicts of Interest**

Neither HOSPITAL nor COUNTY shall exert any direct or indirect influence that would cause or contribute to the transport of Stroke patients to a facility other than the closest Stroke Center, except as specifically authorized by REMSA policies and procedures. HOSPITAL and the COUNTY shall comply with all applicable federal, state, and local conflict of interest laws and regulations.

### **14. Compliance**

The parties shall comply with applicable federal, state, and local laws, rules, and regulations, and REMSA policies and procedures in effect at the inception of this Agreement or that become effective during the term of this Agreement, including, but not limited to, facility and professional licensing, and/or certification laws and regulations, the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. section 1320d et seq.), and the Emergency Medical Treatment and Active Labor Act (42 U.S.C. section 1395dd).

### **15. Non-discrimination**

HOSPITAL shall comply with all applicable Federal, State, and local laws and regulations including Riverside County's equal opportunity requirements. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101 and 1102. HOSPITAL will not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor will HOSPITAL discriminate in the provision of services provided under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

### **16. Confidentiality**

The parties agree to maintain the confidentiality of all patient information and records obtained in the course of providing services under this Agreement, in accordance with all applicable federal and state statutes and regulations and local ordinances. Such information shall be divulged only as provided by law. REMSA agrees that it is a "Health Oversight Agency" under HIPAA and, therefore, a Business Associate Agreement is not necessary. Nothing in this

Agreement shall require HOSPITAL to provide or disclose to the COUNTY, or anyone else, the following: (a) documents generated solely in anticipation of malpractice litigation, and (b) documents by, or for the use of, any medical staff committee having the responsibility of evaluation and improvement of the quality of care rendered in the hospital, other than the medical staff committee responsible for evaluating stroke care. Disclosure of any medical staff document to the COUNTY shall not constitute a waiver by HOSPITAL of the protections afforded by California Evidence Code Section 1157. If any disclosure of information contained in a medical staff committee document is sought from REMSA by a third party, REMSA shall notify HOSPITAL and shall raise all applicable objections or defenses to the demand for disclosure.

#### **17. Mutual Cooperation**

It is agreed that mutual non-competition among the designated Stroke Centers, as well as their associated helicopter services, is vital to providing optimal medical care under the Stroke Care System. In furtherance of such cooperation, HOSPITAL agrees to provide access to the helipad, if any, located at HOSPITAL to all helicopter services, to the extent necessary to triage and/or transport stroke patients to HOSPITAL. HOSPITAL will not charge helicopter services for such landing privileges.

#### **18. Contract Administrators**

The REMSA Director, or designee, and HOSPITAL's Chief Executive Officer, or designee, shall be the primary contacts for the purpose of the administration of this Agreement.

#### **19. Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

To HOSPITAL:

Desert Regional Medical Center  
Attn: Carolyn Caldwell, CEO  
1150 North Indian Canyon Drive  
Palm Springs, CA 92262

To COUNTY:

Riverside County Emergency Medical Services Agency  
Attn: Bruce Barton, EMS Director  
4210 Riverwalk Parkway, Suite 300  
Riverside, CA 92505

**20. Governing Law**

This Agreement has been executed and delivered in, and will be construed and enforced in accordance with, the laws of the State of California.

**21. Assignment**

HOSPITAL shall not delegate its duties and responsibilities or assign its rights hereunder, or both, either in whole or in part, without the prior written consent of COUNTY. This provision shall not be applicable to service agreements or contracts or similar arrangement usually and customarily entered into by medical facilities to obtain or arrange for professional medical services, administrative support, equipment, supplies or technical support.

**22. No Third Party Beneficiaries**

The parties do not intend to confer, and this Agreement shall not be construed to confer, any rights to any person, group, corporation, or entity other than the parties.

**23. Entire Agreement**

This document represents the entire Agreement between the parties with respect to the subject matter hereof. All prior negotiations and written and/or oral agreements between the parties with respect to the subject matter of this Agreement are merged into this Agreement.

**24. Severability**

If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid, or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

**25. Waiver**

Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

HOSPITAL, by virtue of the parties' execution of this Agreement, is designated by COUNTY as a Primary Stroke Center under the terms of this Agreement:

HOSPITAL  
Desert Regional Medical Center, Inc.

COUNTY  
County of Riverside

By \_\_\_\_\_  
Carolyn Caldwell, CEO

By \_\_\_\_\_  
Kim Saruwatari, Director  
Emergency Management Department

Date \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM:  
GREGORY P. PRIAMOS  
County Counsel

By \_\_\_\_\_  
NEAL R. KIPNIS  
Deputy County Counsel

