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

October 28, 2004

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

Dear Supervisors:

**APPROVAL OF AMENDMENT NO. 1 TO AGREEMENTS WITH VARIOUS
CONTRACTORS FOR TEMPORARY MEDICAL PERSONNEL SERVICES -
CERTIFIED REGISTERED NURSE ANESTHETIST
(All Districts) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to sign Amendment No. 1 to Agreements with current Certified Registered Nurse Anesthetist providers to increase the hourly rate offered to contractors by a percentage amount between 30% and 37% for the Day, Evening, and Night shifts, and, in exchange, to remove the contractors right to terminate for convenience, effective upon Board of Supervisors' approval through September 30, 2005, at a maximum total cost of \$634,160 per year, net County cost.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

In approving the recommended action, the Board is authorizing the Director of Health Services, or his designee, to sign Amendment No. 1 to Agreements with various Certified Registered Nurse Anesthetist (CRNA) providers to increase the current hourly rates because County medical facilities are facing a severe shortage of CRNAs and have been unable to hire additional well-qualified CRNAs due to the low hourly rate that the County offers under the existing four-year old Agreement. In exchange for this rate increase, the contractors will give up their right to terminate their agreements for convenience.

FISCAL IMPACT/FINANCING:

Effective upon Board of Supervisors' approval through September 30, 2005, the cost for CRNA services provided to the participating County medical facilities will be as follows: 1) Harbor/UCLA Medical Center (Harbor), \$57,000; 2) High Desert Health System (High Desert), \$1,000; 3) LAC+USC Healthcare Network (LAC+USC), \$220,560; 4) Martin Luther King, Jr./Charles R. Drew Medical Center (King/Drew), \$25,000; 5) Olive View/UCLA Medical Center (Olive View), \$134,000; 6) Rancho Los Amigos National Rehabilitation Center (Rancho), \$196,600, or a total annual maximum obligation of \$634,160.

Funding for this Amendment is included in the Fiscal Year 2004-05 Board Adopted Budget and will be requested in future fiscal years' proposed budgets.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

For a number of years, the County has contracted with private sector CRNA registries to meet the Department of Health Services' staffing needs. Under the direct supervision of physicians, CRNAs provide anesthesia to patients in surgery and to obstetrics patients in delivery. CRNAs may also be involved with the pre-operative/post-operative evaluation of patients prior to or after receiving anesthesia.

On September 26, 2000, the Board approved the existing Agreements with various registries. The Agreements expired on September 30, 2005.

Amendment No. 1 will increase the current hourly rates as follows: 1) Day Shift, from \$80 to \$110, 2) Evening Shift, from \$90 to \$120, and 3) Night Shift, from \$100 to \$130. Olive View recommended the new rates based on the hourly rates currently being paid by the University of Southern California and the University of California at Irvine for the provision of CRNA services. The amendment will also remove the contractors' right to terminate for convenience.

These CRNA services are designed to be used only on an as-needed basis. The Amendment does not obligate the County to order any services from the contractors during the term of the Agreement. In addition, the Amendment and Agreement acknowledge the County's right to contract with other providers and to perform CRNA services itself, using County personnel. Contractors are used only when County staff are not available to provide services.

All contractors are required to provide current, active documentation of State-level Registered Nurse and Nurse Anesthetist licenses and national-level CRNA re-certification for each of their CRNAs before assignment to a County facility.

The contractors will continue to accept referrals of qualified County employees from the County's Human Resources staff throughout the term of the Agreement.

The recommended Amendment contains the latest provisions regarding compliance with the County's jury service program, no payment for services provided following expiration/termination of the contract, and contractor's acknowledgment of County's commitment to the safely surrendered baby law.

The Honorable Board of Supervisors
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The Agreement may be terminated with or without cause by the County by providing a 10 days advance written notice.

Contract monitoring functions are performed by Harbor's, High Desert's, King/Drew's, LAC+USC's, Olive View's, and Rancho's staff.

Attachment A provides additional information.

County Counsel has approved the amendment (Exhibit I) as to use and form.

CONTRACTING PROCESS:

Amendment No. 1 will amend the Agreements with the current contractors, effective upon Board of Supervisors' approval through September 30, 2005. The existing Agreements will continue to be offered to other qualified contractors of temporary CRNA services on an as-needed basis during the Agreement term.

IMPACT OF CURRENT SERVICES (OR PROJECTS):

This Amendment will ensure that vital CRNA services are available when needed.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



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

TLG:dz

Attachments

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor Controller

BLETRCD3578.DZ

SUMMARY OF AMENDMENT1. TYPE OF SERVICE:

Temporary Certified Registered Nurse Anesthetist (CRNA) services in Department of Health Services medical facilities.

2. AGENCIES ADDRESSES AND CONTACT PERSONS:

- | | |
|--|---|
| <p>a. Nurse Connection, Inc.
4311 Wilshire Blvd., Suite 400
Los Angeles, CA 90010
Attention: Joseph Baiden, Vice-President
Telephone: (800) 422-0121
Contract No.: H-211768</p> | <p>b. Reliable Health Care Services, Inc.
5705 South Sepulveda Blvd.
Culver City, CA 90230
Attention: William Benbassat, President
Telephone: (800) 458-1989
Contract No.: H-211729</p> |
| <p>c. United Anesthesia Associates, Inc.
110 Hepler Street, P.O. Box 1847
Kernersville, North Carolina 27285
Attention: Ludy Strother, Vice President
Telephone: (800) 334-8320
Contract No.: H-211818</p> | |

3. TERM:

Amendment No. 1 will be effective upon Board of Supervisors' approval through September 30, 2005.

4. FINANCIAL INFORMATION:

The contract cost for CRNA services provided to the participating County medical facilities will be as follows: 1) Harbor/UCLAMedical Center, \$57,000; 2) High Desert Health System, \$1,000; 3) LAC+USC Healthcare Network, \$220,560; 4) Martin Luther King, Jr./Charles R. Drew Medical Center, \$25,000; 5) Olive View/UCLA Medical Center, \$134,000; 6) Rancho Los Amigos National Rehabilitation Center, \$196,600, or a total net County cost of \$634,160, effective upon Board of Supervisors approval through September 30, 2005.

Funding for this agreement is included in the Fiscal Year 2004-05 Approved Budget and will be requested in future fiscal years' proposed budgets.

5. PROGRAM INFORMATION:

Under the direct supervision of physicians, CRNAs provide anesthesia to patients in surgery and to obstetrics patients in delivery. CRNAs may also be involved with the pre-operative/post-operative evaluation of patients prior to or after receiving anesthesia.

6. APPROVALS:

Olive View/UCLA Medical Center:	Melinda Anderson, Chief Executive Officer
Harbor/UCLA Medical Center:	Tecla A. Mickoseff, Chief Executive Officer
Contract Administration:	Irene E. Riley, Director
County Counsel (as to form):	Sharon A. Reichman, Principal Deputy County Counsel

EXHIBIT I

Contract No. _____

TEMPORARY MEDICAL PERSONNEL SERVICES AGREEMENT

(Certified Registered Nurse Anesthetist)

AMENDMENT NO. 1

THIS AMENDMENT is made and entered into this _____ day
of _____, 2004,

by and between

COUNTY OF LOS ANGELES (here-
after "COUNTY"),

and

(hereafter "CONTRACTOR").

WHEREAS, reference is made to that certain document entitled
"TEMPORARY MEDICAL PERSONNEL SERVICES AGREEMENT (Certified
Registered Nurse Anesthetist)", dated September 26, 2000,
identified as County Agreement No. _____ (hereafter
"Agreement"); and

WHEREAS, it is the desire of the parties hereto to amend
Agreement to increase the maximum hourly rates, and make other
hereafter described changes; and

WHEREAS, Medical Facility shall retain professional and
administrative responsibility for the services provided under
this Agreement; and

WHEREAS, the Agreement provides that changes to its provisions may be made in the form of a written amendment which is formally approved and executed by both parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. This Amendment shall become effective upon Board approval and full execution by County and Contractor, and be in full force and effect to and including September 30, 2005.

2. To the extent not inconsistent with this Amendment and except as set forth and/or in accordance with the terms herein, the parties hereby agree and confirm the terms and conditions as set forth in the Agreement.

3. That Paragraph 1, TERM, be revised and amended as follows:

"This Agreement shall commence on October 1, 2000 and shall continue in full force and effect to and including the 30th day of September, 2001. This Agreement shall thereafter be automatically renewed for four (4) successive one (1) year terms to September 30, 2005."

4. That Exhibit B-1, "Schedule of Rates", and Schedule I, "Annual Budget", be added to this Agreement, as attached hereto and incorporated herein by reference.

5. That Paragraph 32, CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, be revised and amended as follows:

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

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act [(42 USC section 653 (a)] and California Unemployment Insurance Code section 1088.55, and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child, Family, or

Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246 (b)."

6. That Paragraph 33, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, be revised and amended as follows:

"Failure of Contractor to maintain compliance with the requirements set forth in the "Contractor's Warranty of Adherence to County's Child Support Compliance Program" Paragraph immediately above, shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice by County shall be grounds upon which County may terminate this Agreement pursuant to the "Term" Paragraph of this Agreement and pursue debarment of Contractor, pursuant to County Code Chapter 2.202."

7. That Paragraph 37, CONTRACTOR'S RESPONSIBILITY AND DEBARMENT, be revised and amended as follows:

"A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily

perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor under this Agreement or other contracts, which indicates that Contractor is not responsible, County may in addition to other remedies provided under this Agreement, debar Contractor from bidding or proposing on, or being awarded and/or performing work on, County contracts for a specified period of time not to exceed three (3) years, and terminate this Agreement and any or all existing contracts Contractor may have with County.

C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated any term of this Agreement or other contract with County or a non-profit corporation created by County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County or any public entity, or a non-profit corporation created by 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 County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Director will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.

E. County's Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor or Contractor's representative, or both, shall be given an opportunity to submit evidence at that hearing. After the hearing, County's Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and Director shall be provided an opportunity to object to the proposed decision prior to its presentation to County's Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the

proposed decision, and any other recommendation of County's Contractor Hearing Board shall be presented to County's Board of Supervisors. County's Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of County's Contractor Hearing Board.

G. These terms shall also apply to any subcontractors of Contractor, vendor, or principal owner of Contractor, as defined in Chapter 2.202 of the County Code."

8. That Paragraph 39, MAXIMUM OBLIGATION OF COUNTY, be added as follows:

"39. MAXIMUM OBLIGATION OF COUNTY: During the period effective upon approval by County's Board of Supervisors through September 30, 2005, the maximum obligation of County for all services provided under this Agreement shall not exceed Six Hundred Thirty-Four Thousand, One Hundred Sixty Dollars (\$634,160). Such maximum obligation is comprised entirely of County funds. This sum represents the total maximum obligation of County as shown in Schedule I, attached hereto and incorporated herein by reference."

9. That Paragraph 40, COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996, be added as follows:

"40. COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). 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, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on

County for legal advice or other representations with respect to Contractor'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.

CONTRACTOR AND COUNTY UNDERSTAND AND AGREE THAT EACH IS INDEPENDENTLY RESPONSIBLE FOR HIPAA COMPLIANCE AND AGREE TO TAKE ALL NECESSARY AND REASONABLE ACTIONS TO COMPLY WITH THE REQUIREMENTS OF THE HIPAA LAW AND IMPLEMENTING REGULATIONS RELATED TO TRANSACTIONS AND CODE SET, PRIVACY, AND SECURITY. EACH PARTY FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY (INCLUDING THEIR OFFICERS, EMPLOYEES, AND AGENTS), FOR ITS FAILURE TO COMPLY WITH HIPAA."

10. That Paragraph 41, COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM, be added as follows:

"41. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM:
This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

A. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of

the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this Subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts.

"Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term,

temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Contract, the subcontractor shall also be subject to the provisions of this Subparagraph. The provisions of this Subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

C. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury

Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. Attached hereto, as Exhibit E, is the required form, "County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form", to be completed by Contractor.

D. Contractor's violation of this Subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach."

11. That Paragraph 42, NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF CONTRACT, be added as follows:

"42. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF CONTRACT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and

shall immediately repay all such funds to County. Payment by County for services rendered after the expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement."

12. That Paragraph 43, NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW, be added as follows:

"43. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to its employees, and shall require each Sub-Contractor 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 F of this Agreement and also available on the Internet at www.babysafela.org for printing purposes."

13. That Paragraph 44, CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW, be added as follows:

"44. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: Contractor acknowledges that County places a high priority on the implementation of

the Safely Surrendered Baby Law. Contractor 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 Contractor's place of business. Contractor will also encourage its Sub-Contractors, if any, to post this poster in a prominent position in the Sub-Contractor's place of business. The County's Department of Children and Family Services will supply Contractor with the poster to be used."

14. During the term of this Amendment, Contractor shall be compensated according to the same payment provisions and same rate(s) specified in the Agreement.

15. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

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

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

COUNTY OF LOS ANGELES

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

Contractor

By _____
Signature

Print Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Irene E. Riley, Director
Contract Administration

AMENDCD3577.DZ
dz:9/7/04

EXHIBIT B-1

TEMPORARY MEDICAL PERSONNEL SERVICES AGREEMENT
(Certified Registered Nurse Anesthetist)

SCHEDULE OF RATES

<u>Service</u>	<u>Maximum Rates</u>
1. <u>Scheduled General Anesthesiology Services:</u>	
a. Day Shift: (7:00 a.m. to 3:30 p.m.)	a. Up to \$880 per 8-hour shift or up to \$110 per hour (rounded up or down to the nearest hour).
b. Evening Shift: (3:00 p.m. to 11:30 p.m.)	b. Up to \$960 per 8-hour shift or up to \$120 per hour (rounded up or down to the nearest hour).
c. Night Shift: (11:00 p.m. to 7:30 a.m.)	c. Up to \$1,040 per 8-hour shift or up to \$130 per hour (rounded up or down to the nearest hour).

There shall be no additional compensation for weekends or holidays.

There shall be no guaranteed minimum number of hours of work for Contractor's CRNA personnel.

2. "On-Call" Anesthesia Services:

\$320 per 8-hour shift or \$40 per hour (rounded up or down to the nearest hour).

"On-Call" means off-site availability by pager or telephone, according to a pre-determined schedule between Contractor and the County Facility. If called in, the rates revert to the rates for Scheduled General Anesthesia Services identified in Section 1 of this Exhibit B. Contractor shall respond to such page or telephone call within five (5) minutes and ensure that requested CRNA personnel arrive at the requesting County Facility within thirty (30) minutes of the acknowledged request from the County Facility's Director or his/her authorized designee.

There shall be no additional compensation for weekends or holidays.

There shall be no guaranteed minimum number of hours of work for Contractor's CRNA personnel.

3. "In-House" Call Anesthesia Services:

"In-House" means being within the actual confines of the County Facility.

Compensation shall be according to the appropriate day, evening, or night shift rates for Scheduled General Anesthesia Services identified in Section 1 of this Exhibit B-1.

There shall be no additional compensation for weekends or holidays.

There shall be no guaranteed minimum number of hours of work for Contractor's CRNA personnel.

4. "Unscheduled Call-Back" Anesthesia Services:

"Unscheduled Call-Back" means an unexpected request to return to a County Facility because of unanticipated work requirements subsequent to the CRNA's completion of a prior job assignment/shift and departure from the County Facility. The return to duty must occur within twenty-four (24) hours of the "unscheduled call-back" request but not less than two (2) hours before the scheduled starting time of the CRNA's next job assignment/shift at the County Facility.

Compensation shall be according to the appropriate day, evening, or night shift rates for Scheduled General Anesthesia Services identified in Section 1 of this Exhibit B-1.

There shall be no additional compensation for weekends or holidays.

There shall be no guaranteed minimum number of hours of work for Contractor's CRNA personnel.

NOTE: Contractor agrees that should any CRNA perform services not requested and specified in Exhibit "A", such services shall be deemed to be a gratuitous effort on the part of Contractor and the CRNA and neither party shall have any claim against County for such services.

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9/7/04

SCHEDULE I

ANNUAL BUDGET EFFECTIVE 10/1/04 THROUGH 9/30/05

HARBOR/UCLA MEDICAL CENTER	\$ 57,000
HIGH DESERT HEALTH SYSTEM	1,000
LAC+USC HEALTHCARE NETWORK	220,560
MARTIN LUTHER KING, JR./CHARLES R. DREW MED CNTR	25,000
OLIVE VIEW/UCLA MEDICAL CENTER	134,000
RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER	<u>196,600</u>
TOTAL	<u>\$634,160</u>

AMENDCD3577.DZ
9/7/04

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXEMPTION AND CERTIFICATION FORM**

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is exempt from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	()	
Solicitation For (Type of Goods or Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- My Business does not meet the definition of "contractor", as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exemption is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- My business is subject to a Collective bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

no shame.
no blame.
no names.

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



The Safely Surrendered Baby Law A Confidential Safe Haven For Newborns

In California, the Safely Surrendered Baby Law allows an individual to give up an unwanted infant without fear of arrest or prosecution for abandonment. The law does not require that names be given when the baby is surrendered. Parents are permitted to bring a baby within 3 days of birth to any hospital emergency room or other designated safe haven in California. The baby will be placed in a foster or pre-adoptive home.



State of California
Arnold Schwarzenegger, Governor
Health and Human Services Agency
S. Kimberly Belshé, Secretary
Department of Social Services

What is the Safely Surrendered Baby Law?

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

How does it work?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent?

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

What if a parent wants the baby back?

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

Why is California doing this?

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

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

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

The Eighteenth Safely Surrendered Baby In California

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

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

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

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