



Health Services
LOS ANGELES COUNTY

May 1, 2007

**Los Angeles County
Board of Supervisors**

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through leadership,
service and education.*



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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 FISCAL YEAR 2005-06 TOBACCO TAX FORMULA
HOSPITAL AGREEMENTS AND DELEGATED AUTHORITY FOR
FUTURE TOBACCO TAX FORMULA HOSPITAL AGREEMENTS**
(All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Health Services, or his designee, to offer and execute Tobacco Tax Formula Hospital Agreements, substantially similar to Exhibit I, with 69 eligible non-County hospitals identified in Attachment B, retroactive to July 1, 2005 through June 30, 2006, to distribute Tobacco Tax Formula Hospital Funding Allocations in the total amount of \$567,865 for FY 2005-06.
2. Delegate authority to the Director of Health Services, or his designee, to offer and execute Tobacco Tax Formula Hospital Agreements, substantially similar to Exhibit I, with any eligible State-designated non-County hospital in Los Angeles County, effective upon expiration of the existing Agreements through June 30, 2009, with an aggregate maximum obligation not to exceed \$1.5 million per fiscal year, subject to continued funding by the State Department of Health Services (SDHS), subject to review and approval by County Counsel, the Chief Administrative Office and notification of the Board.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS:

The purpose of the recommended actions is to: 1) approve Tobacco Tax Formula Hospital agreements with 69 eligible State-designated non-County hospitals that provide care to those who are unable to pay for health care for FY 2005-06; and 2) delegate authority to the Director of Health Services, or his designee, to offer and execute Tobacco Tax Formula Hospital Agreements for FYs 2006-07, 2007-08, and 2008-09, substantially similar to Exhibit I, with eligible State-designated non-County hospitals.

FISCAL IMPACT/FINANCING:

The total monetary commitment for the hospital Formula Fund agreements for FY 2005-06 is \$567,865. The funding was set aside in FY 2005-06 to pay this expense in FY 2006-07.

Costs for the program are 100% offset by SDHS California Healthcare for Indigents Program (CHIP) funds. Funds allocated to ineligible hospitals, per Welfare and Institutions Code 16946(d), shall be rolled over into the private sector hospitals-County Discretionary Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

In October, 1989, AB 75 was enacted to implement the distribution of Proposition 99 Tobacco Tax revenues from the collection of increased taxes on tobacco products. AB 75 established CHIP, a program which appropriates and allocates Tobacco Tax funds for hospitals, physicians and other health services for indigent persons. These funds are allocated to counties based primarily on each county's share of the financial burden of providing health services to those who are unable to pay.

The CHIP program was extended several times by legislation. Since 1997, appropriations to the CHIP Program have been made through the SDHS budget process.

The statutes governing CHIP mandate two accounts for allocation to private sector hospitals and physicians: 1) the Hospital Services Account and 2) the Physician Services Account. Each of these accounts is further divided into non-discretionary funds and County discretionary funds. Utilization of the Physician Services Account and the non-discretionary funds from the Hospital Services Account were previously approved by the Board in the prior years.

On August 1, 2006, the Board approved the State Standard Agreement for CHIP Funding for FY 2005-06. Since implementation of CHIP, the Board has approved annual fiscal year agreements to distribute funds to eligible hospitals. The amount available to each eligible hospital is predetermined by SDHS, and the County serves only as the fiscal intermediary. To receive formula funds, hospitals must, at a minimum: 1) agree to provide the mandated data and reporting in a manner and format described by the County; 2) maintain at least the same level of emergency and trauma permits as existed on January 1, 1990; and 3) ensure that the funds are used only for uncompensated care services provided to eligible indigent patients.

The Agreement is retroactive effective July 1, 2005 through June 30, 2006. The FY 2005-06 Formula fund monetary commitment is \$567,865 for the 69 eligible hospitals listed in Attachment B, which is reflected in the respective hospital agreements. Because of failure to comply with State-mandated data reporting requirements in prior contract years and/or failure to maintain designation of emergency room and trauma care permits, not all of the 76 hospitals on the list supplied by the State in Exhibit B are eligible to receive funding. In addition, some hospitals may elect not to receive funds rather than comply with contractual requirements. Funds allocated to such hospitals will revert to the private sector hospitals-County Discretionary Fund which will be distributed in accordance with the discretionary fund formula.

County Counsel has approved Exhibit I as to use and form.

Attachments A and B provide additional information.

CONTRACTING PROCESS:

Non-County hospitals receiving Formula (non-discretionary funds) agreements are selected by SDHS and are required to meet specific data reporting requirements.

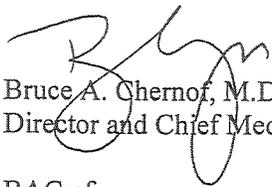
The Honorable Board of Supervisors
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IMPACT ON CURRENT SERVICES:

The recommended actions have no direct impact on County services. The allocation of CHIP funds to non-County hospitals help to ensure the delivery of timely and definitive emergency medical care to patients in Los Angeles County.

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

Respectfully submitted,



Bruce A. Chernof, M.D.
Director and Chief Medical Officer

BAC:af
FY 05_06 Formula Funding.af.wpd

Attachments (2)

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

SUMMARY OF AGREEMENT

1. Type of Service:

Healthcare for indigent patients at participating non-County hospitals.

2. Address and Contact Person:

Department of Health Services – Emergency Medical Services (EMS) Agency
5555 Ferguson Drive, Suite 220
Los Angeles, California 90022
Attention: Carol Meyer, Director
Telephone: (323) 890-7545 Fax: (323) 890-8536
Email: cmeyer@ladhs.org

3. Term:

Retroactive effective July 1, 2005 through June 30, 2006.

4. Financial Information:

The maximum obligation for the agreements with the eligible non-County hospitals identified in Attachment B will not exceed \$567,865. This is 100% funded by the State Department of Health Services for the period retroactive to July 1, 2005 through June 30, 2006.

5. Primary Geographic Area to be Served:

Countywide.

6. Accountable for Program Monitoring:

The County's local EMS Agency,

7. Approvals:

Emergency Medical Services Agency: Carol Meyer, Director

Contracts and Grants Division: Cara O'Neill, Chief

County Counsel: Edward A. Morrissey, Sr. Deputy County Counsel

CAO Budget Unit: Latisha Thompson

**TOBACCO TAX HOSPITAL AGREEMENT
NON-COUNTY HOSPITAL ALLOCATIONS FOR FISCAL YEAR 2005-06**

<u>HOSPITAL NAME</u>	<u>NON-COUNTY ALLOCATION</u>
1. Alhambra Hospital	\$ 213
2. Antelope Valley Hospital Medical Center	3,911
3. Barlow Hospital	716
4. Bellflower Medical Center	380
5. Beverly Hospital	14,299
6. Brotman Medical Center	5,406
7. California Hospital Medical Center	29,481
8. Casa Colina Hospital for Rehabilitative	154
9. Catalina Island Medical Center	867
10. Cedars-Sinai Medical Center	46,938
11. Centinela Freeman Regional Medical Center-Centinela Campus	7,561
12. Century City Hospital*	603
13. Childrens Hospital of Los Angeles	3,046
14. Citrus Valley Medical Center - QV Campus	15,422
15. City of Hope National Medical Center	4,140
16. Community & Mission Hospital-Huntington Park	5,116
17. Community Hospital of Long Beach	17,921
18. Centinela Regional Medical Center-Marina Campus	6,719
19. Daniel Freeman Memorial Hospital*	9,927
20. Downey Community Hospital	756
21. E & L Miller Childrens Hospital	3,380
22. East Valley Hospital Med Center	438
23. ELASTAR Community Hospital*	822
24. Encino Tarzana Regional Medical Center-Encino	867
25. Encino Tarzana Regional Medical Center - Tarzana	3,976
26. Foothill Presbyterian Hospital	1,720
27. Garfield Medical Center	2,659
28. Glendale Adventist Medical Center	4,350
29. Glendale Memorial Hospital & Health Center	5,874
30. Good Samaritan Hospital - LA	11,711
31. Greater El Monte Community Hospital	5,071
32. Hollywood Presbyterian Medical Center	23,018
33. Henry Mayo Newhall Memorial Hospital	10,067
34. Huntington Memorial Hospital	12,490
35. Lakewood Regional Medical Center - South	4,261
36. Lancaster Community Hospital	874
37. Little Co of Mary-San Pedro Hospital	4,214
38. Little Company of Mary Hospital	8,707

<u>HOSPITAL NAME</u>	<u>NON-COUNTY ALLOCATION</u>
39. Long Beach Memorial Medical Center	24,310
40. Los Angeles Community Hospital	10
41. Los Angeles Metropolitan Medical Center	1,368
42. Methodist Hospital of Southern California	8,146
43. Mission Community Hospital - Panorama	6,418
44. Monterey Park Hospital	1,107
45. Motion Picture & Television Hospital	3,313
46. Northridge Hospital Medical Center	13,705
47. Northridge Hospital Medical Center-Sherman*	9,326
48. Olympia Medical Center (previously Midway Hospital)	3,920
49. Orthopaedic Hospital*	6,254
50. Pacific Alliance Medical Center	226
51. Pacific Hospital of Long Beach	273
52. Pacifica Hospital of the Valley	250
53. Pomona Valley Hospital Medical Center	44,644
54. Presbyterian Intercommunity Hospital	8,591
55. Providence Holy Cross Medical Center	23,945
56. Providence Saint Joseph Medical Center	5,202
57. Robert F. Kennedy Medical Center*	4,201
58. San Dimas Community Hospital	812
59. San Gabriel Valley Medical Center	4,516
60. Santa Monica - UCLA Medical Center	4,120
61. Sherman Oaks Hospital & Health Center	11,294
62. St. Francis Medical Center	48,062
63. St. Johns Hospital and Health Center	97
64. St. Mary Medical Center	8,385
65. St. Vincent Medical Center	583
66. Suburban Medical Center*	2,486
67. Temple Community Hospital	13
68. Torrance Memorial Medical Center	4,800
69. Tri-city Regional Medical Center	1,936
70. UCLA Medical Center	16,784
71. USC Kenneth Norris Jr. Cancer Hospital	3,199
72. USC University Hospital	154
73. Valley Presbyterian Hospital	2,600
74. West Hills Hospital & Medical Center	1,682
75. White Memorial Medical Center	11,007
76. Whittier Hospital Medical Center	<u>2,051</u>
TOTAL	\$567,865

*Not eligible per Welfare and Institutions Code 16946(d)

Contract # _____

HOSPITAL AND MEDICAL CARE AGREEMENT
(CHIP-FORMULA HOSPITAL FUNDS)

THIS AGREEMENT is made and entered into this _____ day
of _____ 2006

by and between

COUNTY OF LOS ANGELES
(hereafter "County")

and

(hereafter "Hospital").

WHEREAS, pursuant to the provisions of Sections 16900, et seq., of the Welfare and Institutions Code ("WIC") of the State of California (California Healthcare for Indigents Program or "CHIP") , County is responsible for the distribution of CHIP funds to non-County hospitals for the support of uncompensated care provided to eligible patients as defined hereinbelow and as implemented through formula computations prepared by the State Office of Statewide Health Planning and Development ("OSHPD") pursuant to WIC section 16945; and

WHEREAS, Hospital is licensed in accordance with the requirements of the California Health Facilities Licensure Act (Health and Safety Code ("HSC") sections 1250, et seq.) and the regulations promulgated pursuant thereto, and is equipped, staffed, and willing to provide medical and hospital care and

treatment for and in consideration of the CHIP formula fund payments provided for under this Agreement and upon the conditions hereinafter set forth; and

WHEREAS, this Agreement is authorized by provisions of WIC sections 16945 and 16946.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties agree as follows:

1. GOVERNING LAWS: Provisions of this Agreement relating to the terms and conditions of disbursement of CHIP funds to Hospital shall be construed in accordance with the Tobacco Tax and Health Protection Act of 1988 (Proposition 99) and all implementing statues, as well as all implementing regulations, guidelines, or instructions promulgated by the California Department of Health Services or other authorized State agency (hereinafter "governing laws").

Any provision of this Agreement which may conflict with the governing laws is hereby amended to conform to the provisions of the governing laws. Any amendment to the governing laws, to the extent it affects a term or condition of this Agreement, shall also be deemed to amend this Agreement on the effective date of such amendment, even though such amendment may not have been reduced to writing and formally agreed upon and executed by the

parties.

2. TERM AND TERMINATION:

A. This Agreement shall commence on July 1, 2005, and shall remain in full force and effect to and including June 30, 2006.

B. In the event of any termination of this Agreement, Hospital shall be entitled to compensation for uncompensated care rendered to eligible persons under this Agreement, subject to County's maximum obligation specified herein, through and including the effective date of such termination.

C. County may terminate or suspend this Agreement immediately if Hospital's license to operate its facility hereunder is revoked or suspended.

D. Notwithstanding any other provision of this Agreement, either party may terminate this Agreement for any reason (with or without cause) by giving the other party at least sixty (60) calendar days prior written notice thereof.

3. DEFINITIONS:

A. Eligible Person: A person receiving charity care (as specified hereinbelow) , who cannot afford to pay for

the services provided, by the Hospital, and for whom payment for such services has not been made and will not be made through any private coverage or by any program funded in whole or in part by the federal government.

Nor will reimbursement be due Hospital or paid by County hereunder for any patient care which is covered in, or the subject of reimbursement in, any other contract between Hospital and County. It is understood that, to the extent permitted by law, funds under this Agreement may be used to pay uncompensated costs for patients determined to be underinsured if: 1) the insurance payment was not made as full reimbursement; and 2) the unpaid balance represents a patient's liability which the patient is unable to pay.

B. Charity Care: That care which meets the written standards and policies established by the Hospital within the guidelines published by OSHPD for the identification and assessment of charity care. Within sixty (60) calendar days after execution of this Agreement, Hospital shall provide County with one copy of its written charity care standards and policies adopted in accordance with the OSHPD guidelines to the address identified in Exhibit "A", attached hereto and incorporated by reference.

4. HOSPITAL SERVICES: Hospital will make available and provide to eligible patients medical and hospital care and treatment under the terms of this Agreement. Only medically necessary medical and hospital care and treatment which qualify for CHIP formula fund reimbursement are covered under this Agreement.

5. MAXIMUM COUNTY OBLIGATION:

A. County's maximum payment obligation for hospital services provided hereunder shall not exceed the sum of the total dollar amount made available by the State to County for Hospital, plus any interest attributable to this sum as it is determined by the Director of County's Department of Health Services or his/her authorized designee (hereinafter Director) in accordance with California Department of Health Services procedures.

The payment obligations of County under this Agreement are at all times contingent upon receipt by County of State monies, pursuant to WIC sections 16940 through 16990 inclusive, sufficient to compensate Hospital and all other participating contract hospital providers under the CHIP formula funds program. Upon payment to Hospital by County for a patient's care, Hospital shall, except as provided

under WIC section 16947, within ninety (90) calendar days of payment by County, cease all current and waive all future collection efforts.

6. BILLING AND PAYMENT: Billing and payment by County for medically necessary medical and hospital care and treatment rendered pursuant to this Agreement shall be done in accordance with Exhibit "A", attached hereto and incorporated herein by reference.

Director has either heretofore provided, or shall provide at the time of Hospital execution hereof, a physician claim packet to Hospital, and all appropriately enrolled physicians under County's claiming system, if appropriate under the procedures, may separately bill County for the professional component of certain care furnished to charity or indigent patients at Hospital. Hospital shall distribute these physician claim procedures packets to its physician staff.

7. INDEPENDENT CONTRACTOR STATUS

A. This Agreement is by and between County and Hospital and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Hospital. The employees and agents of one party

shall not be, or be construed to be, employees or agents of the other party for any purpose whatsoever.

B. Hospital shall be solely liable and responsible for providing to, or on behalf of, its officers and employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, and local taxes, or other compensation, benefits, or taxes to, or on behalf of, any personnel provided by Hospital.

C. Hospital understands and agrees that all persons furnishing services to County pursuant to the Agreement are, for purposes of workers' compensation liability, the sole employees of Hospital and not employees of County. Hospital shall bear the sole responsibility and liability for furnishing worker's compensation benefits to any person for injuries arising from or connected with services performed by or on behalf of Hospital pursuant to this Agreement.

8. INDEMNIFICATION: Hospital shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any

and all liability, including but not limited to demands, claims, actions, fees, cost, and expenses (including attorney and expert witness fees), arising from or connected with Hospital's acts and/or omissions arising from and/or relating to this Agreement.

9. GENERAL INSURANCE REQUIREMENTS: Without limiting Hospital's indemnification of County and during the term of this Agreement, Hospital shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Hospital's own expense.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor-East, Los Angeles, California 90012, prior to commencing services under this Agreement. Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in

this Agreement.

(3) Contain the express, condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.

(4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.

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

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Hospital to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Hospital resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Hospital, County may deduct from sums due to Hospital any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits:
Hospital shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Hospital and/or County. Such report shall be made in writing within

twenty-four (24) hours of occurrence.

(2) Any third-party claim or lawsuit filed against Hospital arising from or related to services performed by Hospital under this Agreement.

(3) Any injury to a Hospital employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Hospital under the terms of this Agreement.

E. Compensation for County Costs: In the event that Hospital fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Hospital shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Hospital shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by

either:

(1) Hospital providing evidence of insurance covering the activities of subcontractors, or

(2) Hospital providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

10. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

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

B. Automobile Liability Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 Million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

representatives of the State, the right to review and monitor Hospital's programs and procedures, and to inspect its facilities for contractual compliance at any time with reasonable notice.

12. STANDARDS OF CARE: Hospital shall provide for supervision and monitoring of the medical care provided to eligible patients pursuant to this Agreement in accordance with recognized standards therefore through regular review of patient medical records by Hospital's appropriately designated medical staff committee(s).

In the provision of services hereunder, Hospital shall observe all State licensing rules and regulations.

Hospital shall permit access by Director's quality assurance committee representatives to Hospital's patient charts and patient records for eligible patients receiving services hereunder.

13. REPORTS: Hospital shall make reports as may be required by Director or by agencies of the State of California Department of Health Services, or both, concerning Hospital's activities and operations as they relate to this Agreement and the provision of services hereunder. The reports required by this Paragraph are those reports referenced in WIC sections 16946

(G) (I) (D), 16946 (d) (2), and 16949 (d). Director has established procedures for reporting the required information and Director has heretofore provided Hospital with the necessary forms and an explanation of the procedures required for reporting all such information. Hospital hereby acknowledges receipt of a copy of same.

14. RECORDS AND AUDITS:

A. Financial Records: Hospital shall prepare and maintain on a current basis, complete financial records of services rendered to all eligible patients served hereunder in accordance with Hospital's customary record preparation and record keeping requirements for all its patients; provided, however, that such records and procedures must demonstrate patient's eligibility as defined in Paragraph 3 above, and must at all times meet California Code of Regulations and California Health and Safety Code licensing requirements. Such books and records shall be retained by Hospital at a location in Los Angeles County during the term of this Agreement and for a minimum of five (5) years following the expiration or prior termination of this Agreement. During such five (5) year period, as well as during the term of this Agreement, all records pertaining

to this Agreement, including but not limited to, those records described above, shall be made available at all reasonable times for inspection, audit, and photocopying by authorized representatives of Director or State, or both. Director shall give Hospital at least ten (10) calendar days prior written notice of any such inspection visit.

B. Patient Records: Hospital shall maintain adequate treatment records on each patient, which shall include, but are not limited to, progress notes and records of services provided in sufficient detail to permit the evaluation of services rendered pursuant to this Agreement. All patient records shall meet State hospital licensure requirements and shall be retained by Hospital for a period of at least five (5) years following the expiration or termination of this Agreement. During such five (5) year period, as well as during the term of this Agreement, all such records shall be retained by Hospital at a location in Los Angeles County and shall be made available upon ten (10) working days with prior written notice during Hospital's normal business hours to authorized representatives of Director or of State, or of both, for purposes of inspection, audit, and photocopying.

C. Audit Reports: In the event that an audit is conducted of Hospital by a Federal or State auditor, Hospital shall notify County's Department of Health Services, Contracts and Grants Division, and County's Auditor-Controller within thirty (30) calendar days of receipt of the resulting audit report. Director or County's Auditor-Controller may review such audit report at Hospital's premises and, upon Director's or County's Auditor-Controller's request, Hospital shall tender a full and complete copy of such audit report within ten (10) calendar days. To the extent permitted by law, County shall maintain the confidentiality of all such audit report(s). Failure of Hospital to comply with these terms shall constitute a material breach of this Agreement upon which County may cancel, terminate, or suspend this Agreement.

D. Audit/Compliance Review: In the event County or State representatives, or both, conduct an audit/compliance review of Hospital, Hospital shall fully cooperate with such representatives. Hospital shall allow County and/or State representatives access to all pertinent financial and other reports, and medical records, and shall allow photocopies to be made of these documents utilizing Hospital's photocopier,

for which County shall reimburse Hospital its customary charge for record copying services, if requested. Such audit/compliance review shall not extend to records of medical staff or peer review committees.

An exit conference shall be held following the performance of any such audit/compliance review at which time the results shall be discussed with Hospital. Hospital shall be provided with a copy of any written evaluation reports.

E. Availability of Personnel, Facilities, Protocols: Hospital shall make its personnel, facilities, and medical protocols available to assist with the inspection at reasonable times by authorized representatives of Director, or of the State, or of both, to verify compliance with applicable standards and regulations and with the terms of this Agreement.

15. NONDISCRIMINATION IN SERVICES: Hospital shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or physical or mental disability, or sexual orientation, in accordance with requirements of State and

Federal laws. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Hospital shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, physical or mental disability, or sexual orientation.

In addition, Hospital's facility access for the disabled must fully comply with section 504 of the federal Rehabilitation

Act of 1973 and Title III of the federal Americans with Disabilities Act of 1990.

16. NONDISCRIMINATION IN EMPLOYMENT:

A. Hospital certifies and agrees, pursuant to the federal Rehabilitation Act of 1973, the federal Americans with Disabilities Act of 1990, and all other federal and State laws, as they now exist or may hereafter be amended, that it, its affiliates, subsidiaries, or holding companies, will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, physical or mental disability, or sexual orientation.

Hospital shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, physical or mental disability, or sexual orientation, in accordance with federal and State laws. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment

advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Hospital shall post in conspicuous places in each of Hospital's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.

B. Hospital shall, in all solicitations or advertisements for employees placed by or on behalf of Hospital, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.

C. Hospital shall send to each labor union or representative of workers with which it has a collective bargaining agreement, or other contract of understanding, a notice advising the labor union or workers' representative of Hospital's commitments under this Paragraph.

D. Hospital certifies and agrees that it shall deal

with its subcontractor, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.

E. Hospital shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Hospital shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any of the provisions of this Paragraph have been violated, the same shall constitute a material breach of Agreement upon which County may determine to cancel, terminate, or suspend, this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices

Commission or the federal Equal Employment Opportunity Commission that Hospital has violated federal or State anti-discrimination laws shall constitute a finding by County that Hospital has violated the anti-discrimination provision of this Agreement.

G. The parties agree that in the event Hospital violates any of the anti-discrimination provisions of this Agreement, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

17. CONFIDENTIALITY: Hospital agrees to maintain the confidentiality of its patient records and information, including billings, in accordance with all applicable State, Federal, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Hospital shall use its best efforts to inform all of its officers, employees, and agents, and others providing services hereunder of said confidentiality provisions. Hospital shall indemnify and hold harmless County, its officers, employees, agents, and subcontractors, from and against any and all loss, damage, liability, and expense arising out of any disclosure of patient

records and information by Hospital, its officers, employees, agents, subcontractors, and others providing services hereunder. County shall maintain the confidentiality of patient medical records made available hereunder in accordance with the customary standards and practices of governmental third-party payers.

18. LICENSES, PERMITS, REGISTRATIONS, ACREDITATIONS, AND CERTIFICATES: Hospital shall obtain and maintain in effect, during the term of this Agreement, all appropriate licenses permits, registrations, accreditations, and certificates required by all applicable federal, State, and local laws, regulations, guidelines and directives, for the operation of its facility and for the provision of services hereunder. Hospital shall ensure that all of its officers, employees, and agents who perform services hereunder, obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local laws, regulations, guidelines and directives, which are applicable to their performance hereunder. Upon Director's written request Hospital shall provide Director with a copy of each license, permit, registration, accreditation, and certificate, as required by all applicable

federal, State, and local laws, regulations, guidelines and directives, within ten (10) calendar days thereafter.

19. STAFF PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Hospital shall ensure that no employee or physician under Hospital's control, performs services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

20. UNLAWFUL SOLICITATION: Hospital shall inform all of its officers and employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers and employees. Hospital agrees that if a patient requests assistance in obtaining the services of any attorney, it will refer the patient to the attorney referral service of those bar associations within Los Angeles County that have such a service.

21. CONFLICT OF INTEREST:

A. No County officer or employee whose position in County enables such officer or employee to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such officer or employee shall be employed in any capacity by Hospital herein, or have any other direct or indirect financial interest in this Agreement. No officer, subcontractor, agent, or employee of Hospital who may financially benefit from the provision of services hereunder shall in any way participate in County's approval process for the award of this Agreement or any competing agreement, or ongoing evaluation of such services, under this Agreement or any competing agreement, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

B. Hospital shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Hospital warrants that it is not now aware of any facts which create a conflict of interest. If Hospital hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall

immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons involved, or implicated, and a complete description of all relevant circumstances.

22. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

A. Hospital shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim under this Agreement, absent such County consent, shall not be paid by County. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which Hospital may have against County and shall be subject to set off, recoupment, or other reduction for any claims which County may have against Hospital, whether under this

Agreement or otherwise.

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

C. Any assumption, assignment, delegation, or

takeover of any of the Hospital's duties, responsibilities, obligations, or performance of same by any entity other than the Hospital, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Hospital as it could pursue in the event of default by Hospital.

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

24. EMPLOYMENT ELIGIBILITY VERIFICATION: Hospital warrants

that it fully complies with all Federal statutes and regulations regarding employment of undocumented aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Hospital shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Hospital shall retain such documentation for all covered employees for the period prescribed by law. Hospital shall indemnify, defend, and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Hospital or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

25. MERGER PROVISION: This contract document and its attachments fully express all understandings of the parties concerning all matters covered and shall constitute the total agreement of the parties. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal

understanding of the parties; their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

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

27. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.

28. MAINTENANCE OF STATUS: As a condition of receiving CHIP formula monies hereunder, Hospital promises to maintain through the Agreement term at least the same number and designation of emergency room and trauma care permits it held on January 1, 1990.

29. RECOVERY OF PAYMENT: County shall recover CHIP monies

paid Hospital hereunder for any of the reasons which follow:

(a) If Hospital fails to meet the maintenance of status requirements defined in Paragraph 28, County shall recover that portion of the funds received by Hospital which equals the ratio of the number of calendar months not in compliance to twelve (12) months.

(b) If Hospital fails to furnish the data and reports required by this Agreement or by the State, or by both, County shall recover all CHIP funds paid hereunder to Hospital.

(c) If funds are used for patients deemed ineligible under this Agreement, County shall recover the difference between the amount received and the amount for which Hospital can document that the funds were used only for services for persons who cannot afford to pay for those services and for whom payment will not be fully covered through third-party coverage or by any program funded in whole or in part by the federal government. In the event a patient for whom claim is made hereunder is deemed ineligible, Hospital may substitute new data for services rendered during the same fiscal quarter to an eligible patient as a substitute for the original data.

(d) If Hospital has in any other respect failed to comply either with the provisions of this Agreement or with the law referenced in Paragraph 1, or both, and such noncompliance has resulted in a State claimcut of County or other recovery of funds from County by State, County shall recover the precise amount of such claimcut or such other State recovery from Hospital. Director will notify Hospital in writing of any pending State Claimcut or attempted State recovery of CHIP funds hereunder to permit Hospital to defend against, or to join in any County defense against, such State action.

After receipt of a County request for return of CHIP funds for any or all of these reasons, Hospital shall pay County within thirty (30) calendar days. At Director's option, any such refund of monies due from Hospital may be set-off against any valid and unpaid Hospital billings presented to and owed by County.

30. NOTICE OF REDUCED COST HEALTH SERVICES: Throughout the term of this Agreement, Hospital shall provide, at the time treatment is sought by a patient at its facility, individual notice of the availability of reduced cost care under this Agreement. Additionally, Hospital shall post throughout the

term of this Agreement, in conspicuous places in its emergency department and patient waiting rooms, notice of the procedures for applying for reduced cost hospital care hereunder. The language which must be used in such individual and public notices, shall follow that prescribed by the State of California and as it may be revised from time to time. The State's currently approved "Notice" language is set forth in English in Exhibit "B", and in Spanish in Exhibit "B-I", attached hereto and incorporated herein by reference.

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

32. COUNTY LOBBYISTS: Hospital and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Hospital, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Hospital or any County lobbyist or

County lobbying firm retained by Hospital to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

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

34. HOSPITAL'S PERFORMANCE DURING CIVIL UNREST OR DISASTER: Hospital recognizes that health care facilities maintained by County provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any

other provision of this Agreement, full performance by Hospital during any riot, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Hospital for which Director may suspend or County may immediately terminate this Agreement.

35. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS:

Hospital shall assure that the locations where services are provided under provisions of this Agreement are operated at all times in accordance with all County and local community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Hospital's facilities shall include a review of compliance with the provisions of this Paragraph.

36. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Hospital, immediately terminate the right of Hospital to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Hospital,

either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Hospital's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Hospital as it could pursue in the event of default by the Hospital.

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

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

37. COUNTY'S EMPLOYEES RIGHT OF FIRST REFUSAL AND HOSPITAL'S OFFERS OF EMPLOYMENT: To the degree permitted by Hospital's agreements with its collective bargaining units, Hospital shall give the right of first refusal for its

employment openings at Hospital's facility to qualified County employees who are laid-off or who leave County employment in lieu of reduction under County's Civil Service Rule 19, and who are referred to Hospital by Director (including those on a County re-employment list). Such offers of employment shall be limited to vacancies in Hospital's staff needed to commence services under this Agreement, as well as, to vacancies that occur during the Agreement term. Such offers of employment shall be consistent with Hospital's current employment policies, and shall be made to any former or current County employee who has made application to Hospital, and is qualified for the available position. Employment offers shall be at least under the same conditions and rates of compensations which apply to other persons who are employed or may be employed by Hospital. Former County employees who have been impacted by County's Civil Service Rule 19, and who are employed by Hospital shall not be discharged during the term of the Agreement except for cause, subject to Hospital's personnel policies and procedures, and agreement(s) with its collective bargaining units.

Hospital shall also give first consideration to laid-off or reduced County employees if vacancies occur at Hospital's other service sites during the Agreement term.

38. NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT:

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement.

39. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES ("DPSS") GREATER AVENUES FOR INDEPENDENCE ("GAIN")

PROGRAM OR GENERAL RELIEF OPPORTUNITY FOR WORK ("GROW")

PARTICIPANTS FOR EMPLOYMENT: Should Hospital require additional or replacement personnel after the effective date of this Agreement, Hospital shall give consideration for any such employment openings to participants in County's DPSS GAIN or GROW program(s), who meet Hospital's minimum qualifications for the open position. For this purpose, consideration shall mean that Hospital will interview qualified candidates. County will refer GAIN/GROW participants by job category to Hospital. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

40. HOSPITAL'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Hospital acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through agreement are in

compliance with their court ordered child, family, and spousal support obligations in order, to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Hospital's duty under this Agreement to comply with all applicable provisions of law, Hospital warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings withholding Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil procedure Section 706.031 and Family Code Section 5246(b).

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

Failure of Hospital to maintain compliance with the requirements set forth in Paragraph 40, "HOSPITAL'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute default by Hospital under this Agreement. Without limiting the

rights and remedies available to County under any other provision of this Agreement, failure of Hospital to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 1, "TERM AND TERMINATION", and pursue debarment of Hospital, pursuant to County Code Chapter 2.202.

42. HOSPITAL'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Hospital hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Hospital will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Hospital or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Hospital or one or more staff members barring it or the staff members from participation in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Hospital shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any

Federal exclusion of Hospital or its staff members from such participation in a Federally funded health care program.

Failure by Hospital to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

43. REQUIREMENT TO NOTIFY EMPLOYEES ABOUT THE FEDERAL EARNED INCOME CREDIT ("EIC"): Hospital shall notify its employees, and shall require that each of its subcontractors notify its employees, to inform them that they may be eligible for claiming the Federal EIC under the Federal income tax laws. Such notification shall be provided in accordance with the requirements as set forth in the Department of Treasury Internal Revenue Service's ("IRS") Notice 1015; copies of which, are available from the IRS Forms Distribution Center, by calling (800) 829-3676.

44. HOSPITAL RESPONSIBILITY AND DEBARMENT:

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

C. County may debar Hospital if County's Board of Supervisors finds, in its discretion, that the Hospital has done any of the following: (1) violated a term of an agreement with the County or a nonprofit corporation created by the County, (2) committed any act or omission which negatively reflects on the Hospital's quality, fitness, or capacity to perform an agreement with the County, any other public entity, or a nonprofit corporation crated 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 the Hospital may be subject to debarment, the Department will notify Hospital in writing of the evidence which is the basis for the proposed debarment and will advise the Hospital of the scheduled date for a debarment hearing before the Contractor Hearing Board.

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

F. After consideration of any objections, or if no

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

G. If the Hospital has been debarred for a period longer than five (5) years, the Hospital may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Hospital has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where

(1) the Hospital has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the County's Board of Supervisors. The County's Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board

I. These terms shall also apply to any
[subcontractors/subconsultants] of County Contractors.

45. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) OF 1996: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ('HIPAA'). Hospital understands and agrees that, as a provider of medical treatment services, it is a 'covered entity' under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

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

will not in any way rely, on County for legal advice or other representations with respect to Hospital's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

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

46. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: Hospital shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet, is set forth in Exhibit C, attached hereto and incorporated herein by this reference, and is also available on the Internet at www.babvsafela.org for printing purposes.

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

48. PURCHASING RECYCLED-CONTENT BOND PAPER: Consistent with the County's Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Hospital agrees to use recycled-content bond paper to the maximum extent possible in connection with services to be performed by Hospital under this Agreement.

49. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage

prepaid, return receipt requested, to the parties at the following addresses and to the attention of the persons named. County's Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by a party by giving at least ten (10) calendar days prior written notice thereof to the other.

A. Notices to County shall be addressed as follows:

To County: Department of Health Services
Contracts and Grants Division
313 North Figueroa Street
Sixth Floor - East
Los Angeles, California 90012

Attention: Division Chief

Department of Health Services
Emergency Medical Services Division
5555 Ferguson Drive, Suite 220
Commerce, California 90022

Attention: Director

Department of Health Services
Financial Services
313 North Figueroa Street - Room 534
Los Angeles, California 90012

Attention: Financial Officer

Auditor-Controller
Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attention: Auditor-Controller

B. Notice to Hospital shall be addressed as follows:

To Hospital:

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

COUNTY OF LOS ANGELES

By _____
Bruce A. Chernof, M.D.
Director and Chief Medical Officer

Hospital

By _____
Signature

Printed Name

Title _____

Date _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Cara O'Neill, Chief
Contracts and Grants Division

AGREECD3803.CBA
af:04/19/07

PAYMENT CONDITIONS AND PROCEDURES

1. Hospital Responsibilities:

In addition to the Hospital duties and obligations specified in the body of this Agreement, Hospital shall comply with the requirements defined in WIC Section 16804.1 and 16818.

Additionally, Hospital shall do the following:

A. Report Requirement:

Within thirty (30) calendar days after the receipt of funds, Hospital shall report to Director specified information on patients for whom the funds were used. Hospital shall submit the CHIP Form (6/03), Attachment A-I, and the UB-92 Form, Attachment A-2, both attached hereto and incorporated by reference, to report this information. These forms shall be completed in accordance with the instructions defined in Attachment A, also attached and incorporated herein by reference. In no event shall Hospital, in its accounting of funds hereunder, claim amounts in excess of its usual and customary rates, less any sums received from the patient or the patient's third-

party payers. Hospital shall make available on request of Director a copy of its usual and customary rate schedule in effect on the date(s) of patient care for which it has claimed CHIP formula funds.

In the event Hospital does not have sufficient patients within a particular fiscal quarter to account for that quarter's formula allocation amount to Hospital, Hospital may use and account for those unused funds in a subsequent fiscal quarter; however, in no event may unused funds be "rolled-over" into the next fiscal year (July 1, 2006-2007). Hospital shall notify Director in writing of its desire to exercise the "roll forward" option within thirty (30) calendar days after receipt of funds. Failure of Hospital to provide such notice shall result in forfeiture of Hospital's "roll forward" option for that fiscal quarter. Hospital shall submit all CHIP and UB-92 forms by first class mail to:

County of Los Angeles
Department of Health Services
Emergency Medical Services Agency
5555 Ferguson Drive, Suite 220
Commerce, California 90022

Attn: EMS Reimbursement Coordinator

Failure of Hospital to furnish satisfactory and complete forms with the thirty (30) day limit shall result in suspension of any future payment to Hospital until the required information is supplied. Failure of Hospital to supply satisfactory and complete forms within ninety (90) days of a County payment shall result in County's implementation of procedures defined in Paragraph 29 of the body of this Agreement for return of the payment.

For any subsequent payment made hereunder to Hospital, Hospital is required to submit CHIP and UB-92 forms to the aforementioned address within thirty (30) calendar days of the payment. Failure of Hospital to submit completed and satisfactory CHIP and UB-92 forms with this time frame shall result in suspension of any future payment to Hospital until the required information is supplied. Failure of Hospital to submit satisfactory and complete CHIP and UB-92 forms within ninety (90) calendar days of any such payment shall result in County implementation of procedures defined in Paragraph 29 of the body of this Agreement for return of the payment.

B. Subrogation:

Except as may be provided in WIC section 16947(b), after ninety (90) calendar days following receipt of payment to Hospital by County, Hospital does hereby assign and transfer all legal and equitable rights and causes of action against such eligible patient, his/her responsible relatives, and all third-party payers, to County and County may proceed independently, to the extent permitted by law, against such persons or agencies.

C. Receipt of Payment From Patient/Third Party

Payer:

If Hospital receives any payment from a payment or third-party source after reimbursement has been received from County hereunder, Hospital shall notify County of such payment within thirty (30) calendar days and shall concurrently reimburse County in the amount equal to the precise amount collected from the patient or third-party payer, but not more than the amount of the payment received from County for the patient's care.

2. County Payment Responsibilities:

In addition to the County duties, and obligations specified in the body of this Agreement, and consistent with its responsibilities under WIC section 16948, County shall do the

following:

A. Initial Payment:

Pay Hospital upon execution of Agreement its accumulated share of CHIP formula fund monies which County has received from State, plus any prorata share of interest thereon, for Fiscal Year 2005-2006. Such payment, however, shall not exceed the maximum obligation of County defined in the body of Agreement.

B. Subsequent Payment(s)

Pay Hospital, within ten (10) working days of County's receipt of any additional State formula monies for the 2005-2006 fiscal year, the further sum attributable to Hospital's share of the additional State formula monies. The total of such payments, together with the initial payment to Hospital hereunder, may not exceed the maximum obligation of County defined in the body of this Agreement.

C. Overpayments:

Deduct from payments due Hospital any prior overpayments made under this Agreement which were made due to clerical error, when that error directly results in overpayment. County shall furnish Hospital with an itemization of such deductions, to include but not be

limited to the identity of the patient(s) for whose care overpayment was made, amounts of overpayment, and the basis for the finding of overpayment.

AGREEd3803.CBA
04/19/07

COUNTY OF LOS ANGELES ! DEPARTMENT OF HEALTH SERVICES

NON-COUNTY HOSPITALS

INSTRUCTIONS FOR
SUBMISSION OF CLAIMS AND DATA COLLECTION

!!! Revised for Fiscal Year 2005/06 !!!

■

GENERAL INFORMATION

Hospitals must submit both a **CHIP Form** and a **UB-92 Form** for each eligible patient's care if they are claiming reimbursement for Formula Hospital or Trauma Hospital funds under the California Healthcare for Indigents Program (CHIP). Information from both the CHIP Form and the UB-92 Form are used by the County to comply with State reporting mandates. **An original CHIP Form must be completed for each patient. Xeroxed documents/information will be rejected.**

PATIENT INFORMATION: Hospitals are required to make reasonable efforts to collect all data elements. If, after reasonable efforts are made, some data elements cannot be obtained for services provided as **EMERGENCY DEPARTMENT**, indicate "N/A" (not available) in the space for the data element which was not obtainable. **Claims for services provided to patients as INPATIENT or OUTPATIENT/CLINIC VISIT shall not be accepted without completion of all data elements unless a reasonable justification is provided, e.g., "comatose on arrival and expired with no family or identification".**

HOSPITALS--SUBMIT CLAIMS TO:

Department of Health Services
Emergency Medical Services Agency (EMSA)
5555 Ferguson Drive, Suite 220
Commerce, California 90022
Attention: HOSPITAL CLAIMS

Contact: Hospital Reimbursement Coordinator - (323) 890-7521

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FOR TRAUMA HOSPITALS ONLY

In addition to the following requirements for completion of the CHIP and UB-92 forms, the Trauma Hospital must ensure that all like data elements in the LANCET data system match the CHIP and UB-92 data for trauma patients. Only patients identified in LANCET as "CHIP Eligible" will be considered for payment through the discretionary fund.

COMPLETION OF CHIP FORM

(Only the revised 1/96 CHIP FORM will be accepted for reimbursement)

PATIENT INFORMATION (Items #1-10)

1. TPS#

Enter Trauma Patient Summary number if claim is for a contract trauma patient. If claim is for a non-trauma patient, leave box blank.

2. SOCIAL SECURITY #

Enter Patient's social security number. Failure to provide the social security number must be justified in item #20 (REASON) of the CHIP Form.

3. PATIENT'S NAME

Enter Patient's last name, first name, and middle initial. (1) If Patient is a minor, parent/guardian name must be provided.

4. PLACE OF BIRTH

Enter Patient's city, state, and country of birth.

5. MOTHER'S MAIDEN NAME

Enter Patient's mother's maiden name.

6. ETHNICITY

Check appropriate box to indicate Patient's racial/ethnic background:

- (1) white
- (2) black
- (3) asian/pacific islander
- (4) native american/eskimo/aleut
- (5) hispanic
- (6) filipino
- (7) other (or none of the above)

7. EMPLOYMENT TYPE

Check appropriate box to indicate occupation of Patient or Patient's family's primary wage earner:

- (0) unemployed
- (1) farming/forestry/fishing
- (2) laborers/helpers/craft/inspection/repair/production/transportation
- (3) sales/service
- (4) executive/administrative/managerial/professional/technical/related support
- (5) other

8. MONTHLY INCOME

Enter total of Patient's or Patient's family's primary wage earner's wages and salaries (including commissions, tips, and cash bonuses), net income from business or farm, pensions, dividends, interest, rents, welfare, unemployment or workers' compensation, alimony, child support, and any money received from friends or relatives during the previous month by all related family members currently residing in the patient's household.

9. FAMILY SIZE

Enter the number of individuals related by birth, marriage, or adoption who usually share the same place of residence (including any active duty military members who are temporarily away from home). This number includes a head of household who is responsible for payment, and all of this person's dependents. The following members should be included in the family size:

- ! parent(s)
- ! children under 21 years of age living in the home. A child under 21 years of age who is in the military would be counted only if he/she gave his/her entire salary to the parent(s) for support of the family.
- ! children under 21 years of age living out of the home but supported by the parent(s), e.g., a child in college

***** Note: For a minor child, entering one (1) in family size will result in rejection.**

10. SOURCE OF INCOME

Check appropriate box to indicate the primary source (largest single source) of family income:

- (0) none
- (1) general relief
- (2) wages
- (3) self-employed
- (4) disability
- (5) retirement
- (6) other, e.g., unemployment/VA benefits/interest/dividends/rent/child support/alimony, etc.

PATIENT INFORMATION VERIFICATION (Items #20-21)

20. REASON(S)

If Patient Information is not available for services provided to patients as INPATIENT or OUTPATIENT/CLINIC VISIT, submitting hospital representative is required to enter a reason(s) why information was not obtained and N/A was indicated. All reasonable efforts must be taken to obtain patient information.

***** Note: N/A will only be accepted for patients seen through the emergency department. Patients admitted to the hospital (INPATIENT) and seen as a doctor's appointment (OUTPATIENT/CLINIC VISIT) shall not be accepted without completion of all data elements unless a reasonable justification is provided.**

21. SIGNATURE

If Patient Information is not available for services provided to patients as INPATIENT or OUTPATIENT/CLINIC VISIT, enter a signature of the hospital representative attesting to the fact that every attempt to obtain information was made. If all data elements are complete, a signature is not required.

HOSPITAL SERVICES (Items #11-19)

Hospital services are all inpatient and outpatient services which are medically necessary as certified by the attending physician or other appropriate provider.

11. HOSPITAL AND CODE

Enter Contract Hospital name and three (3) digit alpha code (may be preprinted).

PROVIDER ID

Enter six (6) digit OSHPD number (may be preprinted).

12. HOSPITAL FUND

Check appropriate box to indicate under which fund the claim is being submitted:

- (1) formula--hospital has contracted with the County to receive State allocation of CHIP formula funds
- (2) contract trauma--trauma hospital has contracted with the County to receive CHIP discretionary hospital funds

13. SERVICE SETTING

Check ONE of the following:

- (1) emergency department, CHECK ONE OF: (a) non-emergent visit (b) emergency visit
- (2) inpatient
- (3) outpatient/clinic visit

***** Note:** Indicate INPATIENT for patient initially assessed and treated in the emergency department and then admitted to the hospital.

***** Note:** If (1) INPATIENT or (2) OUTPATIENT/OFFICE VISIT is checked, items #2-10 cannot indicate "N/A" (not available) unless a reasonable justification is indicated in item #20 (REASON).

Definition of emergency services: Emergency services means services provided in the emergency departments of general acute care hospitals for emergency medical conditions.

Definition of emergency medical condition: Emergency medical condition means a medical condition manifesting itself by acute symptoms of sufficient severity, including severe pain, which in the absence of immediate medical attention could reasonably be expected to result in any of the following:

- placing the patient's health in serious jeopardy
- serious impairment of bodily functions
- serious dysfunction to any bodily organ or part.

14. DATE OF SERVICE/ADMISSION

Enter month, day, and year of service (MM/DD/YY) if claim is for an EMERGENCY DEPARTMENT or OUTPATIENT/CLINIC VISIT consistent with #13 above.

Enter month, day, and year of admission (MM/DD/YY) if claim is for an INPATIENT (patient admitted to the hospital) consistent with #13 above.

15. DISPOSITION

Check ONE box to indicate the appropriate disposition and enter month, day, and year (MM/DD/YY) of disposition for (1) - (5):

- (1) discharge (for inpatient/hospital admissions only)
- (2) transfer to County hospital
- (3) transfer to non-County hospital
- (4) release (for emergency department and outpatient/clinic visits only)
- (5) death
- (6) still hospitalized (although patient remains hospitalized, claim is being submitted for care provided to date--an alternative is to use the rollover option)

*****Note:** For patients transferred to a skilled nursing facility (SNF), regardless if the SNF is on the hospital campus, disposition should be indicated as "discharge".

16. PAYERS

Enter information regarding any source of payment received for the patient's care. Specify the source of payment by name and enter the specific amount of payment. If no payment was made for the patient's care, enter N/A under "Specify Name".

17. DATE BILLED COUNTY

Enter the date hospital submitted the bill to the County.

18. CHARGES

Enter the total amount of hospital charges.

19. CONTACT PERSON AND TELEPHONE NO.

Enter the name of the individual authorized to answer questions regarding the claim, including telephone number.

COMPLETION OF UB-92 FORM

The following UB-92 item numbers must be completed:

1. Hospital Name
3. Patient Control Number (Medical Record Number)
12. Patient's Name (last, first, middle initial)
13. Patient's Address (street address, city, state, and zip)
14. Birth Date
15. Sex
- 67-77. Diagnoses (primary and two others, if applicable)
- 80-81a-e. Principal and Other Procedures Descriptions, if applicable

9/05

1. RESET		2.		3. PATIENT CONTROL NO.			4. TYPE OF BILL												
5. FED. TAX NO.		6. STATEMENT COVERS PERIOD FROM		7. COV. D.	8. N-C D.	9. C-I D.	10. L-R D.	11.											
12. PATIENT NAME				13. PATIENT ADDRESS															
14. BIRTH DATE	15. SEX	16. MS	17. ADMISSION DATE		18. HR	19. TYPE	20. SRC	21. D HR	22. STAT	23. MEDICAL RECORD NO.	24. CONDITION CODES		25.	26.	27.	28.	29.	30.	31.
32. OCCURRENCE CODE	33. OCCURRENCE DATE	34. OCCURRENCE CODE	35. OCCURRENCE DATE	36. OCCURRENCE CODE	37. OCCURRENCE DATE	38. OCCURRENCE SPAN FROM		39. THROUGH	40. VALUE CODES CODE	41. VALUE CODES AMOUNT	42. VALUE CODES CODE	43. VALUE CODES AMOUNT	44. VALUE CODES CODE	45. VALUE CODES AMOUNT					
42. REV. CD.	43. DESCRIPTION			44. HCPCS / RATES	45. SERV. DATE	46. SERV. UNITS	47. TOTAL CHARGES	48. NON-COVERED CHARGES	49.										
50. PAYER	51. PROVIDER NO.			52. REL. INFO	53. ASST. GEN.	54. PRIOR P. PAYMENTS	55. EST. AMOUNT DUE	56.											
57. DUE FROM PATIENT																			
58. INSURED'S NAME				59. P. REL.		60. CERT. - SSN - HIC - ID NO.		61. GROUP NAME	62. INSURANCE GR. GUP NO.										
63. TREATMENT AUTHORIZATION CODES		64. ESC	65. EMPLOYER NAME			66. EMPLOYER LOCATION													
67. PRIN. DIAG. CD.	68. CODE	69. CODE	70. CODE	71. CODE	72. CODE	73. CODE	74. CODE	75. CODE	76. ADM. DIAG. CD.	77. E-CODE	78.								
79. P.C.	80. PRINCIPAL PROCEDURE CODE	81. OTHER PROCEDURE CODE	82. OTHER PROCEDURE CODE	83. OTHER PROCEDURE CODE	84. OTHER PROCEDURE CODE	85. OTHER PROCEDURE CODE	86. OTHER PROCEDURE CODE	87. OTHER PROCEDURE CODE	88. ATTENDING PHYS. ID										
89. OTHER PHYS. ID	90. OTHER PHYS. ID	91. OTHER PHYS. ID	92. OTHER PHYS. ID	93. OTHER PHYS. ID	94. OTHER PHYS. ID	95. OTHER PHYS. ID	96. OTHER PHYS. ID	97. OTHER PHYS. ID	98. OTHER PHYS. ID										
99. REMARKS	100. PROVIDER REPRESENTATIVE	101. DATE	102.	103.	104.	105.	106.	107.	108.										

NOTICE

MEDICAL CARE FOR THOSE WHO CANNOT AFFORD TO PAY

THIS HEALTH CARE FACILITY IS RECEIVING FUNDING AS A RESULT OF PROPOSITION 99 - THE TOBACCO TAX AND HEALTH PROTECTION ACT OF 1988. THESE FUNDS ARE TO BE USED FOR THE PROVISION OF SERVICES FREE OR AT A REDUCED CHARGE TO PERSONS WHO CANNOT AFFORD TO PAY FOR MEDICAL CARE.

IF YOU ARE UNABLE TO PAY FOR ALL OR PART OF THE CARE YOU NEED, YOU MAY CONTACT THE ADMISSIONS OF BUSINESS OFFICE OF THIS FACILITY AND ASK ABOUT THE AVAILABILITY OF SUCH CARE. IF YOU WOULD LIKE FURTHER INFORMATION, YOU MAY CALL THE COUNTY OF LOS ANGELES, PRIVATE SECTOR COORDINATOR'S OFFICE AT (323) 890-7521.



NOTICIA

SERVICIO MEDICO PARA QUIENES NO PUEDEN AFRONTAR PAGARLO

ESTE HOSPITAL ESTA RECIBIENDO FONDOS COMO RESULTADO DE LA PROPOSICION 99 – IMPUESTO SOBRE EL TABACO Y ACTA DE PROTECCION DE SALUD DE 1988. ESTOS FONDOS SON PARA SER USADOS EN PROVEER SERVICIOS GRATIS O A COSTO REDUCIDO A PERSONAS QUE NO PUEDEN PAGAR POR SERVICIOS MEDICOS.

SI USTED NO PUEDE PAGAR POR TODO O PARTE DEL CUIDADO QUE NECESITA, USTED TIENE QUE COMUNICARSE CON LA OFICINA DE ADMISIONES O NEGOCIOS DE ESTE HOSPITAL Y PREGUNTAR ACERCA DE ESTE PROGRAMA. SI DESEA MAS INFORMACION, PUEDE LLAMAR AL CONDADO DE LOS ANGELES, OFICINA DEL COORDINADOR DEL SECTOR, (323) 890-7521.



Don't Abandon Your Baby.

No shame.

No blame.

No names.

You have a better choice:

**Bring your newborn to any Los Angeles
County hospital emergency room or fire station.**

1-877-BABY SAFE

1-877-222-9723



Every child deserves a chance for a healthy life. For three days after you give birth, you can give up your baby at any Los Angeles County hospital emergency room or fire station. No shame. No blame. No names.

www.babysafela.org

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people 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 so long as the parent gives the baby to someone who works at the hospital or fire station.

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

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

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

What happens to the parent?

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

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents 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.

A baby's story

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. 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 with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. 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 any Los Angeles County hospital ER or fire station.

No abandone a su recién nacido.

**Sin pena.
Sin culpa.
Sin peligro.**

Usted tiene una mejor opción:

Lleve a su recién nacido a cualquier sala de emergencias de un hospital o a un cuartel de bomberos del Condado de Los Angeles.

1-877-BABY SAFE

1-877-222-9723



Cada niño merece una oportunidad de tener una vida saludable. Durante tres días a partir del nacimiento, puede entregar a su bebé en cualquier sala de emergencias de un hospital o en un cuartel de bomberos del Condado de Los Angeles. Sin pena. Sin culpa. Sin peligro.

www.babysafela.org

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

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

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

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.