THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

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

BOARD OF SUPERVISORS

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First District

Yvonne Brathwaite Burke
Second District

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Third District

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Michael D. Antonovich
Fifth District

May 29, 2003

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:

FISCAL YEAR 2002-03 TOBACCO TAX FORMULA FUNDING FOR 68 NON-COUNTY HOSPITALS (All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the Fiscal Year 2002-03 Tobacco Tax Hospital Formula Funding Allocation to 68-State designated hospitals in the amount of $734,472, retroactive to July 1, 2002.

2. Approve and instruct the Director of Health Services, or his designee, to establish the Tobacco Tax Hospital Formula Agreement signing deadline date of July 17, 2003, or sooner as required under the applicable State funding program, at 5:00 p.m., for all hospitals listed on Attachment B, using the form agreement previously approved by the Board, substantially similar to Exhibit I, revised as to allocations and contract term.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION:

In approving the recommended actions, the Board is:

- approving the Fiscal Year (FY) 2002-03 Tobacco Tax Hospital Funding allocation to the 68 State-designated hospitals in the amount of $734,472, and

- authorizing continued Tobacco Tax Formula funding for participating non-County hospitals.

Board approval of the FY 2002-03 California Healthcare for Indigents Program (CHIP) Tobacco Tax Funding Allocation is required in order for the County to receive the Formula Funds.

Formula funds as allocated by the State Department of Health Services (SDHS), will be offered to 68 non-County hospitals.

Current County policy and procedures, and the new guidelines for the timely submission of contracts for Board approval. However, this form agreement was not scheduled for placement on the Board's agenda prior to its effective date because the Department did not receive the State's designated hospital allocation until February, 2003.

FISCAL IMPACT/FINANCING:

The total monetary commitment for hospital Formula fund agreements is $734,472. There is no cost to the County.

Financing is 100% offset by SDHS CHIP funds. Funding for the CHIP program is for the period July 1, 2002 through June 30, 2003, and is included in the Fiscal Year 2002-03 Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

In October, 1989, the Governor signed into law AB75 (Chapter 1331; Statues of 1989) which contained provisions for the distribution of Proposition 99 Tobacco Tax revenues. AB75 established the CHIP, a program which appropriates funding Statewide 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.

In July, 1991, AB99 was enacted, extending the CHIP program to June 30, 1994. In July, 1994, AB816 was signed, ensuring the continuation of the CHIP to June 1996. On July 20, 1994, AB3487 was enacted, which extended the CHIP to June 30, 1997. Since 1997, appropriations 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.

On June 18, 2002, the Board approved a form agreement for use for FY 2001-02. The form for FY 2002-03 is substantially similar to both the FY 2001-2002 agreement and agreement forms used in previous years, with the exception of additional (HIPAA) requirements as mandated by the Board.

The agreement is effective from July 1, 2002 through June 30, 2003. The FY 2002-03 Formula fund monetary commitment is $734,472, for the 68 hospitals listed in Attachment B, which is reflected in the hospital agreements.

Because of failure to comply with State-mandated data reporting requirements in prior contract years or failure to maintain designation of emergency room and trauma care permits, not all hospitals 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 hospital Discretionary Fund which will be distributed in accordance with the discretionary fund formula.

The Department of Health Services (DHS) is recommending a 5:00 p.m., July 17, 2003, or sooner as required under the applicable State funding program, deadline be established by the Board for hospitals to enter the FY 2002-03 agreement. Therefore, unclaimed allocations will be forfeited and transferred to the Hospital Discretionary Fund. The Healthcare Association of Southern California is in concurrence with the agreement to be offered, and with the July 17, 2003 deadline.

Attachments A and B provide additional information.

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

CONTRACTING PROCESS:

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

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the Formula agreement has no direct impact on County services; however, funding under CHIP continues to, in a small part, subsidize private hospitals as part of the CHIP program for FY 2002-03.

Since the implementation of the statute, the Board has approved annual fiscal year agreements to distribute funds to eligible hospitals. The amount available to each eligible hospital is predetermined by the SDHS and the County serves as the fiscal intermediary. To receive formula funds, hospitals must, at a minimum: (1) agree to provide the data and reporting mandated by the legislation 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 funds are used only for uncompensated care services provided to eligible indigent patients.

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

Respectfully submitted,

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

TLG:ca

Attachments (2)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisor
Chair, Emergency Medical Services Commission
Healthcare Association of Southern California
Affected Hospitals
Chief, County Health Services Branch
State Department of Health Services

BLETCD2749.CBA
cba:04/10/03

ATTACHMENT A

SUMMARY OF AGREEMENT

1. TYPE OF SERVICE:

   Healthcare for indigent patients at participating non-County hospitals.

2. LOCAL EMERGENCY MEDICAL SERVICES (EMS) AGENCY:

   Department of Health Services
   Emergency Medical Services Agency
   5555 Ferguson Drive, Suite #220
   Commerce, California 90022
   Attention: Carol Gunter, Acting Director
   Telephone: (323) 890-7545

3. HOSPITALS:

   See Attachment B.

4. AGREEMENT PERIOD:

   Formula Agreement: July 1, 2002 through June 30, 2003.

5. FUNDING:

   Formula funding: $734,472. Financing is 100% offset by the State Department of Health Services for the period effective July 1, 2002 through June 30, 2003.

6. GEOGRAPHIC AREA TO BE SERVED:

   Countywide.

7. APPROVALS:

Local EMS Agency:	Carol Gunter, Acting Director
Contracts and Grants Division:	Riley Austin, Acting Chief
County Counsel (approval as to use):	Edward Morrissey, Deputy County Counsel

TOBACCO TAX HOSPITAL FORMULA AGREEMENT
NON-COUNTY HOSPITAL ALLOCATIONS FOR FISCAL YEAR 2001-02

	COUNTY	HOSPITAL NAME	NON-COUNTY ALLOCATION
1.	Los Angeles	Alhambra Hospital	$ 996
2.	Los Angeles	Antelope Valley Medical Center	$ 2,683
3.	Los Angeles	Avalon Municipal Hospital & Clinic	$ 1
4.	Los Angeles	Barlow Hospital	$ 294
5.	Los Angeles	Bellflower Medical Center	$ 76
6.	Los Angeles	Beverly Hospital	$ 4,214
7.	Los Angeles	Brotman Medical Center	$ 5,932
8.	Los Angeles	California Hospital Medical Center	$ 27,943
9.	Los Angeles	Casa Colina Hospital for Rehabilitation	$ 2,782
10.	Los Angeles	Cedars-Sinai Medical Center	$108,858
11.	Los Angeles	Century City Hospital	$ 3,228
12.	Los Angeles	Children's Hospital of Los Angeles	$ 8,973
13.	Los Angeles	Citrus Valley Medical Center-QV Campus	$ 16,093
14.	Los Angeles	City of Hope National Medical Center	$ 19,668
15.	Los Angeles	Community & Mission Hospital of Htg. Park	$ 6,144
16.	Los Angeles	Daniel Freeman Marina Hospital	$ 2,807
17.	Los Angeles	Daniel Freeman Memorial Hospital	$ 24,549
18.	Los Angeles	E & L Miller Childrens Hospital	$ 2,057
19.	Los Angeles	East Valley Hospital Medical Center	$ 5,136
20.	Los Angeles	Encino Regional Medical Center-Encino	$ 1,168
21.	Los Angeles	Encino Regional Medical Center-Tarzana	$ 5,814
22.	Los Angeles	Foothill Presbyterian Hospital	$ 1,527
23.	Los Angeles	Garfield Medical Center	$ 2,930
24.	Los Angeles	Glendale Memorial Hospital & Health Ctr	$ 4,682
25.	Los Angeles	Good Samaritan Hospital	$ 14,516
26.	Los Angeles	Granada Hills Community Hospital	$ 721
27.	Los Angeles	Greater El Monte Community Hospital	$ 6,338
28.	Los Angeles	Henry Mayo Newhall Memorial Hospital	$ 4,668
29.	Los Angeles	Huntington Memorial Hospital	$ 12,390
30.	Los Angeles	Lakewood Regional Medical Center	$ 3,522
31.	Los Angeles	Little Company of Mary Hospital	$ 9,188
32.	Los Angeles	Long Beach Memorial Medical Center	$ 14,780
33.	Los Angeles	Los Angeles Community Hospital	$ 108
34.	Los Angeles	Los Angeles Metropolitan Medical Center	$ 5,495
35.	Los Angeles	Methodist Hospital of Southern California	$ 9,242

	COUNTY	HOSPITAL NAME	NON-COUNTY ALLOCATION
36.	Los Angeles	Midway Medical Center	$ 2,991
37.	Los Angeles	Mission Community Hospital	$ 2,452
38.	Los Angeles	Monterey Park Hospital	$ 2,258
39.	Los Angeles	Motion Picture & Television Hospital	$ 2,206
40.	Los Angeles	Northridge Hospital Medical Center-Roscoe	$ 19,417
41.	Los Angeles	Northridge Hospital Medical Ctr-Sherman	$ 9,485
42.	Los Angeles	Orthopedic Hospital	$ 7,489
43.	Los Angeles	Pacific Alliance Medical Center	$ 330
44.	Los Angeles	Pacific Hospital of Long Beach	$ 177
45.	Los Angeles	Pacific Hospital of the Valley	$ 1,671
46.	Los Angeles	Pomona Valley Hospital Medical Center	$ 36,193
47.	Los Angeles	Presbyterian Intercommunity Hospital	$ 12,202
48.	Los Angeles	Providence Holy Cross Medical Center	$ 11,397
49.	Los Angeles	Providence Saint Joseph Medical Center	$ 4,850
50.	Los Angeles	Queen of Angels-Hollywood Presb Med Ctr	$ 26,976
51.	Los Angeles	Robert F. Kennedy Medical Center	$ 13,224
52.	Los Angeles	San Dimas Community Hospital	$ 1,650
53.	Los Angeles	San Gabriel Valley Medical Center	$ 4,302
54.	Los Angeles	San Pedro Peninsula Hospital	$ 4,380
55.	Los Angeles	Santa Marta Hospital	$ 8,154
56.	Los Angeles	Santa Monica-UCLA Medical Center	$ 3,661
57.	Los Angeles	Santa Teresita Hospital	$ 4,424
58.	Los Angeles	Sherman Oaks Hospital & Health Center	$ 886
59.	Los Angeles	St. Francis Medical Center	$ 74,446
60.	Los Angeles	St. Johns Hospital and Health Center	$ 7,542
61.	Los Angeles	St. Mary Medical Center	$ 27,011
62.	Los Angeles	St. Vincent Medical Center	$ 814
63.	Los Angeles	Suburban Medical Center	$ 5,264
64.	Los Angeles	Torrance Memorial Medical Center	$ 2,075
65.	Los Angeles	UCLA Medical Center	$ 31,886
66.	Los Angeles	Valley Presbyterian Hospital	$ 18,595
67.	Los Angeles	West Hills Hospital & Medical Center	$ 1,429
68.	Los Angeles	White Memorial Medical Center	$ 45,112
			$734,472

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cba:05/22/02

EXHIBIT I

Contract #_____

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

THIS AGREEMENT is made and entered into this _____day of _____, 2003

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, 2002, and shall remain in full force and effect to and including June 30, 2003.

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 who meets the definition of charity care 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 full 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 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.

B. Hospital understands and agrees that all persons furnishing hospital services on behalf of Hospital under this Agreement are, for purposes of workers' compensation liability, not the responsibility of County.

C. Hospital shall bear the sole responsibility and liability for any and all worker's compensation benefits which are legally required to be paid to any person for injuries arising from or connected with services performed 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".

C. Workers Compensation and Employers' Liability:

Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Hospital is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	$1 Million

Disease - Policy Limit: $1 Million

Disease - Each Employee: $1 Million

D. Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of Hospital, its officers or employees with limits of not less than $1 Million per occurrence and $3 Million aggregate. The coverage also shall provide an extended two-year (2) reporting period commencing upon expiration or earlier termination or cancellation of this Agreement.

11. ADMINISTRATION AND MONITORING:

A. Director shall have the authority to administer this Agreement on behalf of County.

B. Hospital extends to Director and to authorized 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 therefor 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 its activities as they affect the contract duties and purposes contained herein. 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 financial books and 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 its expiration or earlier termination. During such period, they 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).

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, ancestry, sex, age, or physical or mental disability, or medical condition, in accordance with applicable requirements of State and Federal law.

16. NONDISCRIMINATION IN EMPLOYMENT: Hospital's employment practices and policies shall also meet all applicable State and Federal nondiscrimination requirements.

17. CONFIDENTIALITY: Hospital agrees to maintain the confidentiality of its records, 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. 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: Hospital shall obtain and maintain, during the term of this Agreement, all appropriate licenses required by law for the operation of its facility and for the provision of services hereunder. Hospital, in its operation, shall also comply with all applicable local, State, and Federal statutes, ordinances, and regulations.

19. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE: Hospital shall use its best efforts to ensure that no employee or physician will perform 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 employees of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the California Business and Professions Code (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 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: No County officer or employee whose position in County enables him or her to influence the award or County administration of this Agreement or any competing agreement shall participate in the negotiation of this Agreement. No County employee with a spouse or economic dependent employed in any capacity by Hospital herein, shall participate in the negotiation of this Agreement, or have an 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, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

22. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION: 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.

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 judgement, 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.

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 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, agents, and employees from employer sanctions and any other liability which may be assessed against Hospital or County in connection with an 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 expresses 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-1", 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 agent 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 the 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 County 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 (213) 974-0914 or (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. HOSPITAL'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Hospital agrees to receive referrals from County's Department of Human Resources of qualified permanent employees who are targeted for layoff or qualified former

employees who have been laid off and are on a reemployment list during the life of this Agreement. Such referred permanent or former County employees shall be given first consideration of employment as Hospital vacancies occur after the implementation and throughout the term of this Agreement.

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.

38. CONSIDERATION OF GAIN PROGRAM 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 Department of Public Social Services' Greater Avenues for Independence ("GAIN") Program who meet Hospital's minimum qualifications for the open position. County will refer GAIN participants by job category to Hospital.

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

As required by County's Child Support Compliance Program

(County Code Chapter 2.200 and without limiting 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 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 or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Within thirty (30) calendar days of the effective date of this Agreement, Hospital shall submit to County's CSSD a completed Principal Owner Information ("POI") Form, Exhibit C, attached and incorporated herein by reference, along with certifications in accordance with the provisions of Section 2.200.060 of the County Code, that: (1) the POI Form has been appropriately completed and provided to the CSSD with respect to Hospital's Principal Owners; (2) Hospital has fully complied with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and (3) Hospital has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to maintain compliance. Such certification shall be submitted on the Child Support Compliance

Program ("CSCP") CERTIFICATION, Exhibit D, attached hereto and incorporated herein by reference.

Failure of Hospital to submit the CSCP Certification (which includes certification that the POI Form has been submitted to the CSSD) to County's CSSD shall represent a material breach of contract upon which County may immediately suspend or terminate this Agreement.

40. 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 the HOSPITAL'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, shall constitute a default by Hospital under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice by County's CSSD shall be grounds upon which County's Board of Supervisors may terminate this Agreement pursuant to the Term and Termination Paragraphs of this Agreement.

41. HOSPITAL'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT: Hospital acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Hospital understands that it is County's policy to encourage all County

Hospitals to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Hospital's place of business. County's CSSD will supply Hospital with the poster to be used.

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. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Hospital shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

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 County acquires information concerning the performance of Hospital under this Agreement or other contracts, which indicates that Hospital is not responsible, County may or otherwise in addition to other remedies provided under this Agreement, debar Hospital from bidding on County contracts for a specified period of time not to exceed three (3) years, and terminate this Agreement and any or all existing contracts Hospital may have with County.

C. County may debar Hospital if the Board of Supervisors finds, in its discretion, that Hospital has done any of the following: (1) violated any term of this Agreement or other contract with County, (2) committed any act or omission which negatively reflects on Hospital's quality, fitness, or capacity to perform a contract with County or nay other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates al act 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 Hospital may be subject to debarment, Director will notify Hospital in writing of the evidence which is the basis for the proposed debarment and will advise Hospital of the scheduled date for a debarment hearing before County's Contractor Hearing Board.

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

fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, Hospital shall be deemed to have waived all rights of appeal.

F. A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

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

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 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 E, attached hereto and incorporated herein by this reference, and is also available on the Internet at www.babysafela.org for printing purposes.

47. CONTRACTOR'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. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF CONTRACT: Hospital shall have no claim against County for payment of any kind whatsoever, for any service provided by Hospital after the expiration or other termination of this Contract. Should Hospital receive any such payment it shall immediately notify County and shall immediately repay all such

funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Hospital. This provision shall survive the expiration or other termination of 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: Acting Division Chief

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

Attention: Division Chief

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: _____

_____

_____

Attention: Chief Executive Officer

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

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

_____
Hospital

By _____
Signature

_____
Printed Name

Title_____

Date _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
LLOYD W. PELLMAN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Acting Chief, Contracts and Grants
Division

AGREECD2750.CBA
cba:03/10/03

EXHIBIT A

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 (1/96), Attachment A-1, 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, 2002-2003). 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 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 the 2002-2003 fiscal year. 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 2002-2003 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.

COUNTY OF LOS ANGELES • DEPARTMENT OF HEALTH SERVICES

NON-COUNTY HOSPITALS

INSTRUCTIONS FOR SUBMISSION OF CLAIMS AND DATA COLLECTION

• • • Revised for Fiscal Year 2002/03 • • •

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 (EMS)
5555 Ferguson Drive, Suite 220
Commerce, California 90022
Attention: HOSPITAL CLAIMS

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

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 militarymembers 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

05/02

ATTACHMENT A-1

COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES

NON-COUNTY HOSPITALS

CALIFORNIA HEALTHCARE FOR INDIGENTS PROGRAM (CHIP)

FOR EMS USE ONLY
TRAUMA YES ☐
NO ☐

PATIENT INFORMATION*

COMPLETE ENTIRE CLAIM AND SUBMIT WITH UB-92

1. TPS #:

2. SOCIAL SECURITY NUMBER:

3. PATIENT'S NAME: _____ (LAST) (FIRST) (MIDDLE INITIAL)

(1) IF MINOR, PARENT/GUARDIAN: _____ (LAST) (FIRST)

4. PLACE OF BIRTH: _____ (CITY) (STATE) (COUNTRY)

5. MOTHER'S MAIDEN NAME: _____

6. ETHNICITY: (CHECK ONE)
☐ (1) WHITE
☐ (2) BLACK
☐ (3) ASIAN/PACIFIC ISLANDER
☐ (4) NATIVE AMERICAN/ESKIMO/ALEUT
☐ (5) HISPANIC
☐ (6) FILIPINO
☐ (7) OTHER

7. EMPLOYMENT TYPE:
☐ (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: $

9. FAMILY SIZE (COUNT PATIENT AS 1):

10. SOURCE OF 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

*IF UNABLE TO OBTAIN PATIENT INFORMATION, HOSPITAL REPRESENTATIVE MUST GIVE REASON(S) WHY INFORMATION WAS NOT OBTAINED AND MUST SIGN INDICATING EVERY ATTEMPT WAS MADE:

REASON(S): _____

_____ (20)

SIGNATURE: _____ (21)

HOSPITAL SERVICES

11. HOSPITAL: _____ CODE: _____ PROVIDER ID: _____

12. HOSPITAL FUND:
☐ (1) FORMULA
☐ (2) CONTRACT TRAUMA

13. SERVICE SETTING: (1 SETTING ONLY)
☐ (1) EMERGENCY DEPARTMENT: ☐ a. NON-EMERGENCY VISIT ☐ b. EMERGENCY VISIT
☐ (2) INPATIENT
☐ (3) OUTPATIENT/CLINIC VISIT

14. DATE OF SERVICE/ADMISSION (MM/DD/YY):

15. DISPOSITION:
☐ (1) DISCHARGE (INPATIENT ONLY) DATE
☐ (2) TRANSFER TO COUNTY HOSPITAL DATE
☐ (3) TRANSFER TO NON-COUNTY HOSPITAL DATE
☐ (4) RELEASE (EMERG DEPT/OUTPATIENT ONLY) DATE
☐ (5) DEATH DATE
☐ (6) STILL HOSPITALIZED

16. PAYERS:

	SPECIFY NAME	AMOUNT PAID
PRIVATE INSURANCE:		$
OTHER:		$

17. DATE BILLED COUNTY:

18. CHARGES: $

FOR COUNTY USE ONLY AMOUNT DISBURSED $

FOR QUESTIONS REGARDING CLAIM:

19. CONTACT PERSON: _____ TELEPHONE NO: ( ) _____

APPROVED OMB NO. 0938-0279

1	2	3 PATIENT CONTROL NO.	4 TYPE OF BILL
		ATTACHMENT A-2	

5 FED. TAX NO.	6 STATEMENT COVERS PERIOD FROM	THROUGH	7 COV D.	8 N-C D.	9 C-I D.	10 L-R D.	11

12 PATIENT NAME	13 PATIENT ADDRESS

14 BIRTHDATE	15 SEX	16 MS	ADMISSION 17 DATE	18 HR	19 TYPE	20 SRC	21 D HR	22 STAT	23 MEDICAL RECORD NO.	CONDITION CODES 24	25	26	27	28	29	30	31

32 OCCURRENCE CODE	DATE	33	34 OCCURRENCE CODE	DATE	35	36 OCCURRENCE SPAN CODE	FROM	THROUGH	37
									A
									B
									C

	39 CODE	VALUE CODES AMOUNT		41 CODE	VALUE CODES AMOUNT
a					
b					
c					
d					

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 ASG BEN	54 PRIOR PAYMENTS	55 EST. AMOUNT DUE	56
				DUE FROM PATIENT ▶		

57 INSURED'S NAME	58 P.REL	59 CERT. - SSN - HIC - ID NO.	60 GROUP NAME	61 INSURANCE GROUP NO.

62 TREATMENT AUTHORIZATION CODES	63 ESC	64 EMPLOYER NAME	65 EMPLOYER LOCATION

66 PRIN. DIAG. CD	67 CODE	OTHER DIAG. CODES 68 CODE	69 CODE	70 CODE	71 CODE	72 CODE	73 CODE	74 CODE	75	76 ADM. DIAG. CD.	77 E-CODE	78

79	80 PRINCIPAL PROCEDURE CODE	DATE	81 OTHER PROCEDURE CODE	DATE	OTHER PROCEDURE CODE	DATE
	OTHER PROCEDURE CODE	DATE			OTHER PROCEDURE CODE	DATE

82 ATTENDING PHYS. ID

83 OTHER PHYS. ID
OTHER PHYS. ID

REMARKS

85 PROVIDER REPRESENTATIVE	86 DATE
X	

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 OF 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 PRGUNTAR ACERCA DE ESTE PROGRAMA. SI DESEA MAS INFORMACION, PUEDE LLAMAR AL CONDADO DE LOS ANGELES, OFICINA DEL COORDINADOR DEL SECTOR PRIVADO, AL (323) 890-7521.

EXHIBIT C

Revised 07/02/2001

PRINCIPAL OWNER INFORMATION FORM

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts provide directly to the Child Support Services Department information concerning their "Principal Owners," that is, those natural persons who own an interest of 10 percent or more in the Contractor. For each "Principal Owner," the information which must be provided to the Child Support Services Department is: 1) the Principal Owner's name, 2) his or her title, and 3) whether or not the Contractor has made a payment of any sort to the Principal Owner.

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE CHILD SUPPORT SERVICES DEPARTMENT AT THE ADDRESS OR FAX NUMBER SHOWN BELOW ON OR BEFORE THE DATE YOU SUBMIT A BID OR PROPOSAL TO A COUNTY DEPARTMENT. MAINTAIN DOCUMENTATION OF SUBMISSION. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

In addition, bidders or proposers must certify to the soliciting County department that they are in full compliance with the Program requirements by submitting the Child Support Compliance Program Certification along with the bid or proposal.

To: Child Support Services Department
Special Projects
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0634 Telephone: (323) 832-7277 or (323) 832-7276

Contractor or Association Name as Shown on Bid or Proposal: _____

Contractor or Associated Member Name, if Contractor is an Association: _____

Contractor or Associated Member Address: _____

_____

Telephone: _____ FAX: _____

County Department Receiving Bid or Proposal: _____

Type of Goods or Services To Be Provided: _____

Contract or Purchase Order No. (if applicable): _____

Principal Owners: Please check appropriate box. If box I is checked, no further information is required. Please sign and date the form below.

I. [ ] No natural person owns an interest of 10 percent or more in this Contractor.
II. [ ] Required principal owner information is provided below. (Use a separate sheet if necessary.)

	Name of Principal Owner	Title	Payment Received From Contractor	
1.	_____	_____	[YES]	[NO]
2.	_____	_____	[YES]	[NO]
3.	_____	_____	[YES]	[NO]

I declare under penalty of perjury that the foregoing information is true and correct.

By: _____ Date: _____
(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

(Print Name) (Title/Position)

EXHIBIT D

Revised 07/17/2001

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

os Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the ;ounty to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It irther requires that bidders or proposers for County contracts submit certifications of Program compliance to the soliciting County epartment along with their bids or proposals. (In an emergency procurement, as determined by the soliciting County department, these ertifications may be provided immediately following the procurement.)

N ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE OLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE :HILD SUPPORT SERVICES DEPARTMENT AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTITIONER /EMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

, (print name as shown in bid or proposal) _____, hereby ubmit this certification to the (County department) _____, pursuant to he provisions of County Code Section 2.200.060, and hereby certify that (contractor or association name as shown in)id or proposal) _____, an independently-owned or ranchiser-owned business (circle one), located at (contractor or, if an association, associated member address) _____

s in compliance with Los Angeles County's Child Support Compliance Program and has met the following equirements:

.) Submitted a completed Principal Owner Information Form to the Child Support Services Department;

2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5 and will continue to comply with such reporting requirements;

3) Fully complied with all lawfully served Wage and Earnings Withholding Orders or Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b) or pursuant to applicable provisions of the Uniform Interstate Family Support Act , and will continue to comply with such Orders or Notices.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this_____ day of _____
(Month and Year)

t: _____ _____
(City/State) (Telephone No.)

y: _____
(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

Copy to: Child Support Services Department
Special Projects
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0634 Telephone: (323) 832-7277 or (323) 832-7276

Revised 08/17/2011

CONFIRMATION OF CONTRACTOR COMPLIANCE

Check appropriate boxes)

[ ] To [ ] From Child Support Services Department
Special Projects
FAX: (323) 869-0634 Telephone: (323) 832-7277 or (323) 832-7276

[ ] From [ ] To Department Contact Person: _____

Department Name: _____

FAX: _____

Telephone: _____

[ ] Departmental Request

Date:

Please confirm receipt of the Principal Owner Information Form from the following contractor as certified in the Child Support Compliance Program Certification:

Contractor Name as Shown on the Bid or Proposal: _____

Contractor Address: _____

_____

Phone No.: _____ FAX: _____

Name of Person Certifying Submission: _____

Date of Contractor Certification: _____

[ ] Child Support Services Department Response

Date:

The Principal Owner Information Form:

[ ] Has been received and approved.

[ ] Has not been received. Contractor cannot document timely submission. Contractor may be deemed non-responsible.

Signature of Person Completing this Confirmation: _____

Print Name: _____

Phone Number: _____

EXHIBIT E

no shame.
no blame.
no names.

now there's a way to safely surrender your baby

The Safely Surrendered Baby Law **A Confidential Safe Haven For Newborns**

In California, the Safely Surrendered Baby Law allows an individual to give up an unwanted infant with no fear of arrest or prosecution for abandonment as long as the baby has not been abused or neglected. The law does not require that names be given when the baby is surrendered. Parents are permitted to bring a baby within 3 days of birth to any hospital emergency room or other designated safe haven in California. The baby will be placed in a foster or pre-adoptive home.

In California, no one ever has to abandon a child again.

In Los Angeles County:

(877) BABY SAFE
(877)222-9723
babysafela.org

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles

What is the Safely Surrendered Baby Law?

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

How does it work?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent?

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

What if a parent wants the baby back?

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

Why is California doing this?

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

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

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

The Eighteenth Safely Surrendered Baby in California

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

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

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

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