Health Services
LOS ANGELES COUNTY

Los Angeles County
Board of Supervisors

Gloria Molina
First District

Mark Ridley-Thomas
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

John F. Schunhoff, Ph.D.
Interim Director

Robert G. Splawn, M.D.
Interim Chief Medical Officer

313 N. Figueroa Street, Suite 912
Los Angeles, CA 90012

Tel: 213-240-8101
Fax:213-481-0503

www.dhs.lacounty.gov

To improve health through leadership, service and education

www.dhs.lacounty.gov

June 9, 2009

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

Dear Supervisors:

APPROVAL OF THREE AMENDMENTS FOR DIAGNOSTIC AND THERAPEUTIC SERVICES (SUPERVISORIAL DISTRICT 5) (3 VOTES)

SUBJECT

Request approval to extend the term of the current Agreements for the continued provision of diagnostic, therapeutic and nuclear medical services for the High Desert Health System.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Interim Director of Health Services, or his designee, to execute Amendment No. 5 to Agreement No. H-210777 with Lancaster Cardiology Medical Group (Lancaster), Amendment No. 6 to Agreement No. H-210778 with Valley Tumor Radiation Medical Group (Valley Tumor), and Amendment No. 6 to Agreement No. H-210779 with RadNet Management, Inc., (RadNet), to extend the term of each Agreement for six months at their current rates, effective July 1, 2009 through December 31, 2009, for the continued provision of diagnostic, therapeutic and nuclear medicine services for the High Desert Health System (HDHS) and increase the contract maximum obligations by $105,000 for Lancaster, $68,500 for Valley Tumor and $180,000 for RadNet, which increases each total contract maximum obligation to $577,500 for Lancaster, $601,750 for Valley Tumor, and $787,500 for RadNet.

2. Delegate authority to the Interim Director of Health Services, or his designee, to extend the contract terms of the Agreements, month-to-month, for a maximum of six months, effective January 1, 2010 through June 30, 2010, for an additional contract cost of $105,000 for Lancaster, $68,500 for Valley Tumor, and $180,000 for RadNet, increasing the contract maximum obligations to

$682,500 for Lancaster, $670,250 for Valley Tumor, and $967,500 for RadNet, subject to review and approval by the Chief Executive Office and County Counsel.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION

Approval of the recommended actions will authorize the Interim Director of Health Services, or his designee, to execute three Amendments, substantially similar to Exhibits I, II and III, to extend the terms of each Agreement for six months to provide uninterrupted diagnostic and therapeutic services for the patients served by HDHS; delegate authority for additional month-to-month extensions not to exceed six months, and authorize an increase to the contract maximum obligation due to the extensions. The current Agreements expire June 30, 2009.

The extension of the contract terms is necessary to allow the Department the additional time necessary to complete and release a Request for Information (RFI) to assess the level of interest in the private sector with qualified Contractors for the provision of these services. A RFI is currently being drafted to solicit the level of interest and to identify the number of qualified Contractors that may exist for the provision of these services in the HDHS area.

During the extension period, the Department will research and explore alternative methods for providing these services enterprise wide and develop a solicitation plan which addresses the service needs for the HDHS geographical area. The Department intends to return to your Board with recommendations for new Agreements no later than May 2010.

Implementation of Strategic Plan Goals

The recommended actions support Goal 1, Operational Effectiveness, and Goal 4, Health and Mental Health of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

Under the Agreements, the Contractors are compensated on a fee per procedure basis. The maximum obligation for each Agreement, effective July 1, 2009 through December 31, 2009 is $577,500 for Lancaster, an increase of $105,000; $601,750 for Valley Tumor, an increase of $68,500; and $787,500 for RadNet, an increase of $180,000. These increases result in a total maximum obligation of $1,966,750 for the period of July 1, 2009 through December 31, 2009. The contract costs for RadNet were increased by approximately 33.3 percent based on a projected increase in work volume, and decreased by approximately 42.2 percent for Valley Tumor based on a projected decrease in work volume.

The maximum obligation including the month-to-month extensions, effective January 1, 2010 through June 30, 2010, is $682,500 for Lancaster, an increase of $105,000 $670,250 for Valley Tumor, an increase of $68,500; and $967,500 for RadNet, an increase of $180,000. The additional month-to-month extensions bring the final total maximum obligation to $2,320,250. Funding is included in the Fiscal Year (FY) 2009-10 Proposed Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Since 1986, HDHS has contracted for diagnostic and therapeutic services through agreements with service providers in the Antelope Valley area.

Your Board approved Agreements with the companies of Valley Tumor, Lancaster, and Antelope Valley MRI (Antelope Valley) on the dates of April 22, 1986, June 30, 1987, and March 11, 1997, respectively.

On March 30, 1999, your Board approved new sole source Agreements with Valley Tumor, Lancaster, and Antelope Valley to extend the provision of these services effective April 1, 1999 through March 31, 2001.

On March 20, 2001, your Board approved Amendment No. 1 with Antelope Valley, Lancaster, and Valley Tumor, extending the term of the Agreements for three years through March 31, 2004.

After the High Desert Hospital was changed from a hospital to a multi-service ambulatory care center in May 2003, the need for outpatient visits for diagnostic and therapeutic services increased. To address this need, on March 16, 2004, your Board approved Amendment No. 2 for Valley Tumor, Antelope Valley and Lancaster to expand their services to include additional diagnostic and therapeutic services that covered routine and emergency services, including mammography, ultrasound and nuclear medicine studies. These amendments extended the Agreement terms for three years through March 31, 2007 and also expanded the scope of services to provide back up and overflow services when the equipment at HDHS was inoperable.

On October 11, 2005, your Board approved Amendment No. 3 with Antelope Valley MRI, to formally process a business name change from Antelope Valley MRI to RadNet Management, Inc., which was doing business as Antelope Valley MRI. Subsequently, all references in Agreement No. H-210779 to "Antelope Valley MRI" were changed to RadNet Management, Inc.

On October 18, 2005, your Board approved Amendment No. 3 with Valley Tumor to expand the diagnostic and therapeutic services to include cancer patients referred by Olive View and also add additional procedures.

On March 20, 2007, your Board approved Amendment No. 3 with Lancaster, Amendment No. 4 with Valley Tumor and Amendment No. 4 with RadNet to extend each contract term through March 31, 2009, including the approval of delegated authority to the Department to execute an additional month-to-month extension through June 30, 2009. The Amendments also outsourced the HDHS nuclear medicine service to RadNet, expanded the provision of contract services to include cardiology diagnostic procedures, radiation therapy, and other treatment studies.

The Department has determined that these services cannot be performed adequately by County staff and it is difficult to recruit and retain qualified personnel to perform these services in the HDHS area for the period of time it is needed. Therefore, these agreements are not subject to Proposition A guidelines.

Under the termination provision of these Agreements, each Agreement may be terminated immediately for breach or for convenience with a 30-day advance written notice by either party.

County Counsel has approved Exhibits I, II, and III as to use and form. HDHS administration will continue to monitor these contractors performance to assure compliance with the terms and conditions of the agreements.

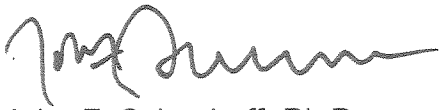
CONTRACTING PROCESS:

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECT):

Board approval of the recommended amendments to the Agreements will ensure that all the necessary diagnostic and therapeutic services are provided with the continuity of care to HDHS patients.

Respectfully submitted,



John F. Schunhoff, Ph.D.
Interim Director

JFS:ks

Attachments (3)

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

Contract No. H-210778-6

DIAGNOSTIC AND THERAPEUTIC SERVICES AGREEMENT

Amendment No. 6

THIS AMENDMENT is made and entered into this_____ day of _____, 2009,

by and between COUNTY OF LOS ANGELES (hereafter "County")

and VALLEY TUMOR RADIATION MEDICAL GROUP, (hereafter "Contractor")

WHEREAS, reference is made to that certain document entitled "DIAGNOSTIC AND THERAPEUTIC SERVICES AGREEMENT" dated March 30, 1999, and further identified as County Agreement Number H-210778, and any Amendments thereto (all hereafter referred to as "Agreement");

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

WHEREAS, it is the intent of the parties hereto to extend Agreement and provide other changes set forth herein; and

WHEREAS, said Agreement provides that changes may be made in the form of a written Amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall become effective July 1, 2009.

2. Paragraph 1, TERM AND TERMINATION of the body of this Agreement shall be amended to read as follows:

"1. TERM AND TERMINATION: The term of this Agreement shall commence April 1, 2007, and shall continue in full force and effect to and including December 31, 2009, unless terminated sooner pursuant to the terms of this Agreement.

The term of this Agreement may be extended by Director of Health Services beyond the stated expiration date of December 31, 2009, on a month-to-month basis, for a period of time not to exceed six months effective January 1, 2010 through June 30, 2010, subject to the availability of federal, State, or County funding sources, and upon mutual written agreement of the parties. If such funding is not forthcoming, this Agreement shall terminate December 31, 2009. All provisions of the Agreement in effect on the date the term commences shall remain in effect for the duration of the period of extension.

Except as otherwise set forth below, this Agreement may be terminated at any time by the County or the Contractor, with or without cause, upon the giving of at least thirty (30) calendar days advance written notice thereof to the other.

County may terminate this Agreement immediately if Contractor, or any of its officers, employees, or agents,

including any one or more of its physician affiliates, fail to comply with the terms of this Agreement, or fail to carry out any directions within a reasonable time, by or on behalf of County issued pursuant to this Agreement.

County may also terminate this Agreement immediately if County has reasonable justification to believe that its physician affiliates or its principals, may be engaging in a course of conduct which poses an imminent danger to the life or health of County patients.

County shall provide a written "Notice of Immediate Termination" which shall be effective upon Contractor's receipt of such "Notice of Immediate Termination", or upon the date specified in the Notice, whichever is later.

County's failure to exercise its rights of termination shall not constitute waiver of such rights, and the same may be exercised at any subsequent time."

3. Paragraph 4, BILLING AND PAYMENT, of the body of the AGREEMENT shall be amended to read as follows;

"4. BILLING AND PAYMENT: All billings by Contractor for services provided pursuant to this Agreement shall be in accordance with the terms, conditions, and rates set forth in Exhibit B-2, DIAGNOSTIC AND THERAPEUTIC SERVICES AGREEMENT, BILLING AND PAYMENT, attached hereto and

incorporated herein by reference.

A. Contract Sum: The Contract Sum under this Agreement shall be the total monetary amount payable by the County to Contractor for supplying all the tasks, sub-tasks, deliverables, goods, services and other work requested and specified under this Agreement. All work completed by Contractor must be approved in writing by County. If County does not approve work in writing, no payment shall be due to Contractor for that work. The Contract Sum for the period April 1, 2007 through June 30, 2009, including all applicable taxes, authorized by County hereunder shall not exceed Five Hundred Thirty Three Thousand, Two Hundred Fifty Dollars ($533,250).

The Contract Sum for the period July 1, 2009 through December 31, 2009, including all applicable taxes, authorized by County hereunder shall not exceed Sixty Eight Thousand, Five Hundred Dollars ($68,500). If additional funding is awarded for this Agreement for an additional six (6) months effective January 1, 2010 through June 30, 2010, the total Contract Sum shall not exceed Sixty Eight Thousand, Five Hundred Dollars ($68,500).

B. Maximum Obligation of County: During the term of this Agreement, effective April 1, 2007 through December 31, 2009, and including the month-to-month extension of the contract term effective January 1, 2010 through June 30, 2010, the maximum obligation of County for Contractor's performance hereunder shall not exceed Six Hundred Seventy Thousand, Two Hundred Fifty Dollars ($670,250)."

4. Paragraph 8, CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT, of the ADDITIONAL PROVISIONS attached to the AGREEMENT, shall be amended to read as follows:

"8. CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. If Contractor decides to pursue consideration of GAIN/GROW participants for hiring, Contractor shall provide information regarding job openings and job requirements to Department of Public Social

Services GAIN/GROW staff at GAINGROW@dpss.lacounty.gov. The County will refer GAIN/GROW participants, by job category, to the Contractor."

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

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

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

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

COUNTY OF LOS ANGELES

By_____
John F. Schunhoff, Ph.D,
Interim Director

VALLEY TUMOR RADIATION MEDICAL GROUP
Contractor

By_____
Signature

_____
Printed Name

Title_____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE
COUNTY COUNSEL

_____
Deputy County Counsel

AMEND6.ValleyTumorMAY2009.KS:04/26/09

Contract No. H-210779-6

DIAGNOSTIC AND THERAPEUTIC SERVICES AGREEMENT

Amendment No. 6

THIS AMENDMENT is made and entered into this_____ day of _____, 2009,

by and between COUNTY OF LOS ANGELES (hereafter "County")

and RADNET MANAGEMENT, INC., (hereafter "Contractor")

WHEREAS, reference is made to that certain document entitled "DIAGNOSTIC AND THERAPEUTIC SERVICES AGREEMENT" dated March 30, 1999, and further identified as County Agreement Number H-210779, and any Amendments thereto (all hereafter referred to as "Agreement");

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

WHEREAS, it is the intent of the parties hereto to extend Agreement and provide other changes set forth herein; and

WHEREAS, said Agreement provides that changes may be made in the form of a written Amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall become effective July 1, 2009.

2. Paragraph 1, TERM AND TERMINATION of the body of this Agreement shall be amended to read as follows:

"1. TERM AND TERMINATION: The term of this Agreement shall commence April 1, 2007, and shall continue in full force and effect to and including December 31, 2009, unless terminated sooner pursuant to the terms of this Agreement.

The term of this Agreement may be extended by Director of Health Services beyond the stated expiration date of December 31, 2009, on a month-to-month basis, for a period of time not to exceed six months effective January 1, 2010 through June 30, 2010, subject to the availability of federal, State, or County funding sources, and upon mutual written agreement of the parties. If such funding is not forthcoming, this Agreement shall terminate December 31, 2009. All provisions of the Agreement in effect on the date the term commences shall remain in effect for the duration of the period of extension.

Except as otherwise set forth below, this Agreement may be terminated at any time by the County or the Contractor, with or without cause, upon the giving of at least thirty (30) calendar days advance written notice thereof to the other.

County may terminate this Agreement immediately if Contractor, or any of its officers, employees, or agents,

including any one or more of its physician affiliates, fail to comply with the terms of this Agreement, or fail to carry out any directions within a reasonable time, by or on behalf of County issued pursuant to this Agreement.

County may also terminate this Agreement immediately if County has reasonable justification to believe that its physician affiliates or its principals, may be engaging in a course of conduct which poses an imminent danger to the life or health of County patients.

County shall provide a written "Notice of Immediate Termination" which shall be effective upon Contractor's receipt of such "Notice of Immediate Termination", or upon the date specified in the Notice, whichever is later.

County's failure to exercise its rights of termination shall not constitute waiver of such rights, and the same may be exercised at any subsequent time."

3. Paragraph 4, BILLING AND PAYMENT, of the body of the AGREEMENT shall be amended to read as follows;

"4. BILLING AND PAYMENT: All billings by Contractor for services provided pursuant to this Agreement shall be in accordance with the terms, conditions, and rates set forth in Exhibit B-2, DIAGNOSTIC AND THERAPEUTIC SERVICES AGREEMENT, BILLING AND PAYMENT, attached hereto and

incorporated herein by reference.

A. Contract Sum: The Contract Sum under this Agreement shall be the total monetary amount payable by the County to Contractor for supplying all the tasks, sub-tasks, deliverables, goods, services and other work requested and specified under this Agreement. All work completed by Contractor must be approved in writing by County. If County does not approve work in writing, no payment shall be due to Contractor for that work. The Contract Sum for the period April 1, 2007 through June 30, 2009, including all applicable taxes, authorized by County hereunder shall not exceed Six Hundred Seven Thousand, Five Hundred Dollars ($607,500).

The Contract Sum for the period July 1, 2009 through December 31, 2009, including all applicable taxes, authorized by County hereunder shall not exceed One Hundred Eighty Thousand Dollars ($180,000). If additional funding is awarded for this Agreement for an additional six (6) months effective January 1, 2010 through June 30, 2010, the total Contract Sum shall not exceed One Hundred Eighty Thousand Dollars ($180,000).

B. Maximum Obligation of County: During the term of this Agreement, effective April 1, 2007 through December 31, 2009, and including the month-to-month extension of the contract term effective January 1, 2010 through June 30, 2010, the maximum obligation of County for Contractor's performance hereunder shall not exceed Nine Hundred Sixty Seven Thousand, Five Hundred Dollars ($967,500)."

4. Paragraph 8, CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT, of the ADDITIONAL PROVISIONS attached to the AGREEMENT, shall be amended to read as follows:

"8. CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. If Contractor decides to pursue consideration of GAIN/GROW participants for hiring, Contractor shall provide information regarding job openings and job requirements to Department of Public Social

Services GAIN/GROW staff at GAINGROW@dpss.lacounty.gov. The County will refer GAIN/GROW participants, by job category, to the Contractor."

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

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

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

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

COUNTY OF LOS ANGELES

By_____
John F. Schunhoff, Ph.D,
Interim Director

RADNET MANAGEMENT, INC.
Contractor

APPROVED AS TO FORM
BY THE OFFICE OF THE
COUNTY COUNSEL

_____
Deputy County Counsel

By_____
Signature

_____
Printed Name

Title_____
(AFFIX CORPORATE SEAL HERE)

AMEND6.RadNet.KS:04/24/09

Contract No. H-210777-5

DIAGNOSTIC AND THERAPEUTIC SERVICES AGREEMENT

Amendment No. 5

THIS AMENDMENT is made and entered into this_____ day of _____, 2009,

by and between COUNTY OF LOS ANGELES (hereafter "County")

and LANCASTER CARDIOLOGY MEDICAL GROUP, (hereafter "Contractor")

WHEREAS, reference is made to that certain document entitled "DIAGNOSTIC AND THERAPEUTIC SERVICES AGREEMENT" dated March 30, 1999, and further identified as County Agreement Number H-210777, and any Amendments thereto (all hereafter referred to as "Agreement");

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

WHEREAS, it is the intent of the parties hereto to extend Agreement and provide other changes set forth herein; and

WHEREAS, said Agreement provides that changes may be made in the form of a written Amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall become effective July 1, 2009.

2. Paragraph 1, TERM AND TERMINATION of the body of this Agreement shall be amended to read as follows:

"1. TERM AND TERMINATION: The term of this Agreement shall commence April 1, 2007, and shall continue in full force and effect to and including December 31, 2009, unless terminated sooner pursuant to the terms of this Agreement.

The term of this Agreement may be extended by Director of Health Services beyond the stated expiration date of December 31, 2009, on a month-to-month basis, for a period of time not to exceed six months effective January 1, 2010 through June 30, 2010, subject to the availability of federal, State, or County funding sources, and upon mutual written agreement of the parties. If such funding is not forthcoming, this Agreement shall terminate December 31, 2009. All provisions of the Agreement in effect on the date the term commences shall remain in effect for the duration of the period of extension.

Except as otherwise set forth below, this Agreement may be terminated at any time by the County or the Contractor, with or without cause, upon the giving of at least thirty (30) calendar days advance written notice thereof to the other.

County may terminate this Agreement immediately if Contractor, or any of its officers, employees, or agents,

including any one or more of its physician affiliates, fail to comply with the terms of this Agreement, or fail to carry out any directions within a reasonable time, by or on behalf of County issued pursuant to this Agreement.

County may also terminate this Agreement immediately if County has reasonable justification to believe that its physician affiliates or its principals, may be engaging in a course of conduct which poses an imminent danger to the life or health of County patients.

County shall provide a written "Notice of Immediate Termination" which shall be effective upon Contractor's receipt of such "Notice of Immediate Termination", or upon the date specified in the Notice, whichever is later.

County's failure to exercise its rights of termination shall not constitute waiver of such rights, and the same may be exercised at any subsequent time."

3. Paragraph 4, BILLING AND PAYMENT, of the body of the AGREEMENT shall be amended to read as follows;

"4. BILLING AND PAYMENT: All billings by Contractor for services provided pursuant to this Agreement shall be in accordance with the terms, conditions, and rates set forth in Exhibit B-2, DIAGNOSTIC AND THERAPEUTIC SERVICES AGREEMENT, BILLING AND PAYMENT, attached hereto and incorporated herein by reference.

A. Contract Sum: The Contract Sum under this Agreement shall be the total monetary amount payable by the County to Contractor for supplying all the tasks, sub-tasks, deliverables, goods, services and other work requested and specified under this Agreement. All work completed by Contractor must be approved in writing by County. If County does not approve work in writing, no payment shall be due to Contractor for that work. The Contract Sum for the period April 1, 2007 through June 30, 2009, including all applicable taxes, authorized by County hereunder shall not exceed Four Hundred Seventy Two Thousand, Five Hundred Dollars ($472,500).

The Contract Sum for the period July 1, 2009 through December 31, 2009, including all applicable taxes, authorized by County hereunder shall not exceed One Hundred Five Thousand Dollars ($105,000). If additional funding is awarded for this Agreement for an additional six (6) months effective January 1, 2010 through June 30, 2010, the total Contract Sum shall not exceed One Hundred Five Thousand Dollars ($105,000).

B. Maximum Obligation of County: During the term of this Agreement, effective April 1, 2007 through December 31, 2009, and including the month-to-month extension of the contract term effective January 1,

2010 through June 30, 2010, the maximum obligation of County for Contractor's performance hereunder shall not exceed Six Hundred Eighty Two Thousand, Five Hundred Dollars ($682,500)."

4. Paragraph 8, CONSIDERATION OF GAIN/GROW PROGRAM PARTICIPANTS FOR EMPLOYMENT, of the ADDITIONAL PROVISIONS attached to the AGREEMENT, shall be amended to read as follows:

"8. CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. If Contractor decides to pursue consideration of GAIN/GROW participants for hiring, Contractor shall provide information regarding job openings and job requirements to Department of Public Social Services GAIN/GROW staff at GAINGROW@dpss.lacounty.gov. The County will refer GAIN/GROW participants, by job category, to the Contractor."

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

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

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

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

COUNTY OF LOS ANGELES

By_____
John F. Schunhoff, Ph.D,
Interim Director

LANCASTER CARDIOLOGY MEDICAL GROUP
Contractor

By_____
Signature

_____
Printed Name

Title_____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE
COUNTY COUNSEL

_____
Deputy County Counsel

AMEND5.Lancaster.KS:04/24/09