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

Mitchell H. Katz, M.D.
Director

Hal F. Yee, Jr., M.D., Ph.D.
Chief Medical Officer

John F. Schunhoff, Ph.D.
Chief Deputy Director

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

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

www.dhs.lacounty.gov

To ensure access to high-quality, patient-centered, cost-effective health care to Los Angeles County residents through direct services at DHS facilities and through collaboration with community and university partners.

September 23, 2011

To: Supervisor Michael D. Antonovich, Mayor
Supervisor Gloria Molina
Supervisor Mark Ridley-Thomas
Supervisor Zev Yaroslavsky
Supervisor Don Knabe

From: Mitchell H. Katz, M.D.
Director

SUBJECT: **NOTIFICATION OF USE OF DELEGATED AUTHORITY TO EXECUTE ASSIGNMENT AND DELEGATION FOR RICHARD MORRONE, INC. DBA BIO-GRAPH AGREEMENT NO. H-209084 AMENDMENT NO. 10**

This is to advise your Board that the Department of Health Services (DHS) is exercising its delegated authority, approved on June 12, 2007 (attached), to execute amendments to DHS contracts for contract assignments resulting from acquisitions, mergers, or other changes in ownership that do not impact the general contractual terms or payment provisions, subject to review and approval by County Counsel and the Chief Executive Office and notification to the Board.

This Amendment will allow DHS to execute the delegation and assignment of Richard Morrone, Inc. DBA Bio-Graph's rights under Agreement No. H-209084 to Ben Serar DBA Serar Photography effective October 1, 2011.

County Counsel and the Chief Executive Office have reviewed and approved the documents for the assignment and delegation. Both offices have also reviewed and approved the above mentioned Amendment as to form.

If you have any questions or need additional information, please let me know.

MHK:rf

Attachment

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

www.dhs.lacounty.gov

Health Services
LOS ANGELES COUNTY

June 12, 2007

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

32 JUN 12 2007

SACHI A. HAMAI
EXECUTIVE OFFICER

Los Angeles County
Board of Supervisors

Gloria Molina
First District

Yvonne B. Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

Bruce A. Chernof, MD
Director and Chief Medical Officer

John R. Cochran III
Chief Deputy Director

Robert G. Splawn, MD
Senior Medical Director

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

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

To improve health through leadership, service and education.

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

APPROVAL OF DELEGATED AUTHORITY TO THE DEPARTMENT OF HEALTH SERVICES TO EXECUTE AMENDMENTS FOR CONTRACT ASSIGNMENTS AND DELEGATIONS AND CONTRACTORS' NAME CHANGES
(All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

Delegate authority to the Director of Health Services, or his designee, to execute amendments to Department of Health Services' (DHS or Department) contracts, substantially similar to Exhibit I for contract assignments resulting from acquisitions, mergers, or other changes in ownership, and substantially similar to Exhibit II for contractors' name changes, subject to review and approval by County Counsel and the Chief Administrative Office and notification to the Board offices.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

In an effort to reduce Board agenda actions resulting from acquisitions, mergers, or other changes in ownership, or contractors' name changes, that do not impact the general contractual terms or payment provisions, the Department is seeking delegated authority to execute related amendments to reflect the correct legal entity and responsibilities of the parties when ownership changes occur, or acknowledge a contractor's name change, subject to review and approval by County Counsel and the Chief Administrative Office and notification to the Board offices.

FISCAL IMPACT/FINANCING:

There is no fiscal impact as a result of this action.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Currently, all contract assignments resulting from mergers, acquisitions, or other changes in ownership, and contractors' name changes amendments are presented as an agenda item for your Board's approval. Under the recommended action, DHS will use delegated authority to execute such amendments.

DHS will continue to conduct an analysis of mergers and acquisitions as required under the Evaluation of Vendors/Contractors Engaged in Mergers or Acquisitions Board policy to determine the appropriateness of continuing to contract with a vendor which has changed its corporate status or merged with or been acquired by another company.

County Counsel has approved Exhibits I and II as to form.

CONTRACTING PROCESS:

Not applicable on this action.

IMPACT ON CURRENT SERVICE (OR PROJECTS):

Approval of the recommended action will expedite the Department's execution of these amendments to ensure that contract documents reflect the appropriate contractor name and business status.

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

Respectfully submitted,

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

BAC:ma
BLfordelegatedauthorityfornamechange.ma.wpd

Attachments (2)

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

EXHIBIT I

Contract No. _____

AMENDMENT FORMAT FOR MERGERS AND ASSIGNMENTS: DELEGATION OF DUTIES AND ASSIGNMENTS OF RIGHTS OF AGREEMENT

Amendment No. __

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

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

and _____ (hereafter "Assignor")

and _____ (hereafter "Assignee").

WHEREAS, on _____, County and _____, entered into a "_____ SERVICES AGREEMENT", further identified as County Agreement No. H_____, and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, Paragraph ___, ASSIGNMENT AND DELEGATION, of Agreement prohibits Assignor from delegating its duties or assigning its rights thereunder without the prior written consent of County; and

WHEREAS, it is the desire of the parties hereto, to delegate the duties and assign the rights under Agreement, from Assignor to Assignee.

NOW, THEREFORE, the parties hereto agree as follows:

1. All rights and responsibilities under Agreement **[To be clarified for each assignment, including but not limited to audit exceptions and other fiscal obligations. For mergers see Paragraph 4 below.]** have been assigned and delegated by Assignor to Assignee, effective _____.

2. County hereby consents to such assignment and delegation.

3. Assignor and Assignee have heretofore separately prorated between themselves, to the extent necessary, any monthly payment due and paid under this Agreement prior to _____.

4. **[For Mergers Only]** Effective _____, the purpose of this Amendment shall be interpreted according to the following statement of purpose: It is intended to effectuate and implement the merger of _____ and _____, as requested by these entities, whereby _____ will cease to exist as a separate entity and will be merged within the new entity, _____. County consents to the merger with the understanding, as set forth herein, that the quantity and quality of services previously provided separately by _____ will not be diminished and that the new entity will be fiscally responsible for all of _____obligations, past, present, and future. In particular, and without in any way limiting the scope fo the

financial obligations assumed, _____ understands and agrees (1) that it will be entirely responsible for any and all audit exceptions applied at any time against the previous entity, _____; through any of its agreements with County or any department thereof, whether assessed by federal, state, or County audit(s); and (2) that these audit exceptions may arise and become payable after the effective date of the merger and the cessation of existence of _____. The parties agree that all applicable review and dispute resolution procedures under the contract shall apply.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Approval of Assignment of Agreement Amendment to be subscribed by its Director of Health Services,

/

/

/

/

/

/

/

/

/

/

/

/

and _____ and _____ have caused the same to be subscribed in its respective behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

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

_____
Assignor

By _____
Signature

_____
Printed Name

Title _____
(AFFIX CORPORATE SEAL)

_____
Assignee

By _____
Signature

_____
Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
RAYMOND G. FORTNER
COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:
Department of Health Services

By_____
Cara O'Neill, Chief
Contracts and Grants Division

amendmentdelegationofdutiesandassignment.wpd

EXHIBIT II
Contract No. _____

_____ SERVICES AGREEMENT

Amendment No. __

THIS AMENDMENT is made and entered into this _____ day of _____, 2007,

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

and _____ (formerly known as "_____") (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled, "_____ SERVICES AGREEMENT", dated _____, and further identified as Agreement No. H_____, and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, the parties wish to amend Agreement to change _____'s name to _____ and as such, wherever referred to in said Agreement, _____ shall be known as _____; and

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

NOW, THEREFORE, the parties agree as follows:

1. Except for the changes set forth herein, all terms and conditions of the Agreement shall remain the same.

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

_____
Contractor

By _____
Signature

_____
Print Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
RAYMOND G. FORTNER
COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By_____
Cara O'Neill, Chief
Contracts and Grants Division

amendmentnamechange.wpd