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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.



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June 06, 2018

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

Dear Supervisors:

**APPROVAL OF AN AMENDMENT TO THE AGREEMENT WITH
INSIGHT HEALTH CORPORATION FOR
MAGNETIC RESONANCE IMAGING SERVICES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval of an Amendment to extend the term of the Agreement with Insight Health Corporation for the continued provision of magnetic resonance imaging services for the Department of Health Services and delegate authority to take other actions to amend and/or terminate the Agreement in part or full.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Acting Director of Health Services (Director), or her designee, to execute Amendment No. 8 to Agreement H-703334 with Insight Health Corporation (Insight), effective upon execution, to extend the term of the Agreement for the period July 1, 2018 through June 30, 2023, for the continued provision of magnetic resonance imaging (MRI) services to multiple Department of Health Services (DHS) facilities, at a per-scan rate of \$369.00 with an estimated annual cost of \$6,536,837 plus a month to month estimated cost of \$69,800 for Rancho Los Amigos National Rehabilitation Center (RLANRC) for an approximate period of six (6) months during which the services at RLANRC will be brought in-house.
2. Delegate authority to the Director, or her designee, to execute amendments to the Agreement to: i) comply with any American Medical Association (AMA) revisions, Medicare and/or Medi-Cal program revisions and

reimbursement directives; and ii) incorporate and/or revise certain non-substantive terms and conditions; and iii) revise ground lease agreements' terms to accommodate fluctuations in service needs at the facilities, with all amendments subject to review and approval as to form by County Counsel.

3. Delegate authority to the Director, or her designee, to: i) terminate for convenience the MRI services at RLANRC with at least 90 calendar day notice and at all other DHS facilities with at least 180 calendar day notice; ii) terminate the Agreement in accordance with other termination provisions in the Agreement; and iii) upon Agreement termination, purchase any MRI equipment from Insight at fair-market value of such equipment, as agreed to by the parties, if DHS determines it is in the best interest of the County to do so, and execute all necessary documents to effectuate such purchase(s); with all actions subject to review and approval of County Counsel and with notice to the Board of Supervisors and the Chief Executive Office (CEO).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the first recommendation will authorize the Director, or her designee to execute an Amendment, substantially like Exhibit I, which will ensure the continued provision of MRI services for patients at Harbor-UCLA Medical Center (H-UCLA MC), Olive View-UCLA Medical Center (OV-UCLA MC), RLANRC and Martin Luther King Jr. Outpatient Center (MLK-OC), and as-needed open MRI studies which are conducted off-site for the four facilities and LAC+USC Medical Center (LAC+USC MC). The current MRI services Agreement is scheduled to expire on June 30, 2018.

Pursuant to the Agreement, Insight's services include MRI studies provided with MRI scanners in Insight's modular buildings at OV-UCLA MC, RLANRC and MLK-OC, and in a County owned building at H-UCLA MC, MRI studies provided via mobile MRI units, and subcontracted open MRI studies for obese patients. The DHS facilities will continue to provide the physician component (staff radiologists) who will read the studies, procedure supplies, and nursing support for the MRI services. The modular buildings at OV-UCLA MC, RLANRC and MLK-OC are owned by Insight and there is a no-cost ground lease with the County that ends June 30, 2018 and converts to a month to month lease until MRI services are terminated. The building at H-UCLA MC is owned by the County and there is a real property gratis space lease agreement that ends June 30, 2018 and converts to a month to month lease until MRI services are terminated. DHS negotiated a reduction in the per-MRI scan rate from the current contract rate of \$546.10 to \$369.00 per MRI scan fixed for the duration of the recommended five-year extension. This is a 32% cost savings over the current rate.

Approval of the second recommendation will authorize the Director to execute amendments to the Agreement and/or Ground Lease Agreements for various reasons. Approval of the third recommendation will delegate authority to terminate the Agreement in whole, or in part, in accordance with the termination provisions.

DHS is conducting an enterprise-wide assessment to identify the equipment, staffing, and construction needs for a possible transfer of MRI services in-house where services are provided directly by each facility prior to the end of the Agreement extension period. In the event DHS desires to retain Insight's modular buildings on any of the three affected campuses when the Agreement expires or is terminated, the Agreement provides that Insight will quit claim the buildings at OV-UCLA MC, RLANRC and MLK- OC to the County. If DHS doesn't want the buildings, Insight will remove them at their own cost. RLANRC is completing construction that includes a MRI center that should be operational in fall 2018. Thus, DHS is planning to discontinue the Insight MRI services at RLANRC and provide the services with County staff. As a result, the delegation of authority to

terminate the services at RLANRC for convenience is implemented with at least a ninety (90) calendar day notice. With regards to bringing services in-house at the other facilities, DHS believes it would be approximately an 18 to 24-month process to procure equipment, obtain additional County positions, prepare space, and complete installations per facility. DHS will report back to the Board every six (6) months to provide status updates with an enterprise wide evaluation of the progress with bringing the services back in-house. During the five-year Agreement extension, it is anticipated that DHS will proceed to bring services in-house at the remaining facilities, subject to available funding for the one-time and ongoing costs.

Implementation of Strategic Plan Goals

The recommended action supports “Goal III, Realize Tomorrow’s Government Today, Strategy III3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability of the County’s Strategic Plan.”

FISCAL IMPACT/FINANCING

The estimated annual cost of MRI services is \$6,536,837, based on the estimated cost by Facility as follows; H-UCLA MC: \$2,859,750, LAC+USC: \$200,000, OV-UCLA MC: \$2,456,433, and MLK OC: \$1,020,654. The estimated month-to-month cost for RLANRC is \$69,800 until services are terminated. Funding is included in the DHS Fiscal Year (FY) 2018-19 Recommended Budget and will be requested in future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The current Agreement with Insight was approved by the Board for the period July 1, 2008 through June 30, 2018, for MRI services at H-UCLA MC, OV-UCLA MC, LAC+USC MC, RLANRC and MLK-OC. Under this Agreement, Insight facilitated the construction of modular buildings at OV-UCLA MC, RLANRC and MLK-OC, and remodeling of an existing building as required at H-UCLA MC; and installed new MRI scanners, as necessary, including the installation and programming of software, at the negotiated all-inclusive rate of \$546.10 per MRI scan fixed for the life of the agreement. The rate was based on the cost of services and amortization of the construction and equipment acquisition costs over the ten-year term of the Agreement.

Over time, amendments to the Agreement revised Exhibit C, Price and Payment MRI Payment Chart; implemented background and security investigations for Contractor staff who provide services associated with the agreement; incorporated MRI guided breast biopsy procedures and functional MRI for measuring brain wave activity; updated language for Health Insurance Portability and Accountability Act of 1996 (HIPAA); implemented a software interface for the Online Real-time Centralized Health Information Database (ORCHID); and revised the billing and collection of payments for professional services.

Under the termination provisions, the Agreement may be terminated for convenience with a 180 calendar day advance written notice, except that MRI services at RLANRC may be terminated with 90 calendar day advance written notice.

All the latest Board mandated provisions are included in the Agreement. County Counsel has approved Exhibit I as to form.

CONTRACTING PROCESS

This is an amendment to an existing Agreement. Insight was originally selected through a Request for Proposals process.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the recommendation will ensure the uninterrupted provision of critical MRI services to the patients served by DHS pending the transition of the services back to the facilities.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Christina R. Ghaly".

Christina R. Ghaly, M.D.
Acting Director

CRG:ms

Enclosures

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

MAGNETIC RESONANCE IMAGING SERVICES AGREEMENT

AMENDMENT No. 8

THIS AMENDMENT is made and entered into this _____ day
of _____, 2018,

by and between

COUNTY OF LOS ANGELES
(hereafter "County")

and

INSIGHT HEALTH CORP.
(hereafter "Contractor")

Business Address:
5775 Wayzata Boulevard, Suite 400
St. Louis Park, Minnesota 55416

WHEREAS, reference is made to that certain document entitled "MAGNETIC RESONANCE IMAGING SERVICES AGREEMENT" dated July 1, 2008, and further identified as County Agreement No. H-703334, and including all Amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend the Agreement to extend its term for additional five (5) years, revise the rates per-MRI-scan and make other changes as provided herein; and

WHEREAS, Paragraph 7 (Change Orders and Amendments) of the Base Agreement provides that for any change that materially affects any term or condition in this Agreement, including the changes intended by this Amendment, a negotiated amendment to the Agreement shall be executed by the Board and the Contractor; and

WHEREAS, Contractor warrants that it possesses the competence, expertise and personnel necessary to provide services consistent with the requirements of this Agreement and consistent with the professional standard of care for these services.

NOW, THEREFORE, the parties hereby agree as follows:

1. This Amendment shall commence and be effective upon execution following approval by the Board of Supervisors.

2. The Agreement is hereby incorporated by reference, and all of its terms and conditions, including capitalized terms defined therein, shall be given full force and effect as if fully set forth herein.
3. Paragraph 3.3, (County Facility Project Director(s) of the Base Agreement is deleted in its entirety and replaced with the amended provision to read as follows:

“3.3. County Facility Project Director(s). Each designated County Facility Project Director shall only have authority in connection with the Project Director’s affiliated County Facility, as identified below. To the extent there is any conflict between the County Global Project Director and any County Facility Project Director, the County Global Project Director’s decision shall control.

County Facility Project Director(s) for this Agreement shall be the following persons:

Samsun Munn, M.D. - Chairman, Department of Radiology
Harbor-UCLA Medical Center
1000 W. Carson Street
Torrance, CA 90509
smunn@dhs.lacounty.gov

Carleton Allen, M.D. - Chairman, Department of Radiology
Martin Luther King, Jr., Outpatient Center
12021 S. Wilmington Avenue
Los Angeles, CA 90059
callen@dhs.lacounty.gov

Denise Andrews-Tang, M.D. Chair, Department of Radiology
Olive View-UCLA Medical Center
14445 Olive View Drive
Sylmar, CA 91343
dandrews@dhs.lacounty.gov

Guo Hung, M.D., Chairman, Department of Radiology
Rancho Los Amigos National Rehabilitation Center
7601 E. Imperial Highway
Downey, CA 90242
guo-hung@dhs.lacounty.gov

Edward Grant, M.D., Chairman, Department of Radiology
LAC+USC Medical Center
1200 State Street
Los Angeles, CA 90033

edgrant@med.usc.edu

County will notify Contractor of any change in the name or address of County Facility Project Director(s).

Except as set forth in Paragraph 7 (Change Orders and Amendments) of this Base Agreement, County Facility Project Director(s) are not authorized to make any changes in any of the terms or conditions of this Agreement and are not authorized to further obligate County in any respect whatsoever.

County Facility Project Director(s) shall have the right at all times to inspect any and all Work provided by or on behalf of the Contractor.”

4. Paragraph 3.4 (County Facility Project Manager(s) of the Base Agreement is deleted in its entirety and replaced with the amended provision to read as follows:

“3.4. County Facility Project Manager(s). Each designated County Facility Project Manager shall only have authority in connection in the Project Manager’s affiliated County Facility, as identified below. To the extent there is any conflict between the County Global Project Manager and any County Facility Project Manager, the County Global Project Manager’s decision shall control.

County Facility Project Manager(s) for this Agreement shall be the following persons:

Candyce Gray, Radiology Manager
Harbor-UCLA Medical Center
1000 W. Carson Street
Torrance, CA 90509
cgray@dhs.lacounty.gov

Craig Johnson, Supervising Radiologic Technician II
Martin Luther King, Jr., Outpatient Center
12021 S. Wilmington Avenue
Los Angeles, CA 90059
crjohnson@dhs.lacounty.gov

Cynthia O’Donnell, Interim Chief Financial Officer
Olive View-UCLA Medical Center
14445 Olive View Drive
Sylmar, CA 91343
codonnel@dhs.lacounty.gov

Amelia Bernabe, Chief Radiologic Technologist

Rancho Los Amigos National Rehabilitation Center
7601 E. Imperial Highway
Downey, CA 90242
abernabe@dhs.lacounty.gov

Daniel Amaya, Hospital Administrator
LAC+USC Medical Center
1200 State Street
Los Angeles, CA 90033
damaya@dhs.lacounty.gov

County will notify Contractor of any change in the name or address of County Facility Project Manager(s).

County will notify Contractor of any change in the name or address of County Facility Project Manager(s).

County Facility Project Manager(s) shall be a resource for addressing the technical standards and requirements of this Agreement.

County Facility Project Manager(s) shall interface with Contractor Project Manager on a regular basis.

County Facility Project Manager(s) are not authorized to make any changes in any of terms or conditions of this Agreement, nor obligate County in any respect whatsoever.

County Facility Project Manager(s) shall advise County Facility Project Director(s) as to Contractor's performance in areas relating to technical requirements and standards, County policy, information requirements and procedural requirements."

5. Paragraph 8 Term of the Base Agreement is deleted in its entirety and replaced with the amended provision to read as follows:

"8. TERM

- 8.1. The term of this Agreement shall commence July 1, 2008 and shall continue in full force and effect until and through June 30, 2023, unless terminated earlier as provided in this Agreement.
- 8.2. The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise any Agreement term extension options.

8.3 The Contractor shall notify DHS when this Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the DHS at the address specified in Paragraph 3 (Administration of Agreement - County) of this Base Agreement.

6. Paragraph 10.2 (Submission of Invoices) of the Base Agreement is deleted in its entirety and replaced with the amended provision to read as follows:

“10.2. Submission of Invoices. Except with respect to fee-for-scan payments for specific MRI services, which are addressed in Exhibit C (Price and Payments), to the extent payment is due from County to Contractor hereunder, Contractor shall invoice County upon completion Tasks, Subtasks, Deliverables, goods and services and other Work which are specified in this Agreement, Exhibit C (Price and Payments) or a Change Order, as applicable, and which have been approved in writing by County pursuant to Paragraph 6 (Work). All invoices and supporting documents under this Agreement shall be submitted in duplicate to the following addresses:

Los Angeles County Department of Health Services
313 North Figueroa Street
Los Angeles, California 90012

With an additional copy distributed, as appropriate, to the impacted County Facilities as follows:

Candyce Gray, Radiology Manager
Harbor-UCLA Medical Center
1000 W. Carson Street
Torrance, CA 90509
cgray@dhs.lacounty.gov

Craig Johnson, Supervising Radiologic Technician II
Martin Luther King, Jr., Outpatient Center
12021 S. Wilmington Avenue
Los Angeles, CA 90059
crjohnson@dhs.lacounty.gov

Cynthia O'Donnell, Interim Chief Financial Officer
Olive View-UCLA Medical Center
14445 Olive View Drive
Sylmar, CA 91343
codonnel@dhs.lacounty.gov

Amelia Bernabe, Chief Radiologic Technologist
Rancho Los Amigos National Rehabilitation Center
7601 E. Imperial Highway
Downey, CA 90242
abernabe@dhs.lacounty.gov

Daniel Amaya, Hospital Administrator
LAC+USC Medical Center
1200 State Street
Los Angeles, CA 90033
damaya@dhs.lacounty.gov

7. Paragraph 22 (Notices) of the Base Agreement is deleted in its entirety and replaced with the amended to read as follows:

“22. NOTICES

All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (a) by hand with signed receipt; (b) by first-class registered or certified mail, postage prepaid, (c) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid, or (d) by overnight commercial carrier, with signed receipt. Notices are deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing, or on the date of signature receipt by the receiving part of any overnight commercial carrier delivery. Addresses may be changed by either party giving ten (10) days prior notice in accordance with the procedures set forth above, to the other party:

To County:

Los Angeles County Department of Health Services
313 North Figueroa Street
Los Angeles, California 90012

With a copy to:

Los Angeles Office of County Counsel
Victoria Mansourian, Principal Deputy County Counsel
500 West Temple Street-6th Floor
Los Angeles, California 90012

With a copy, as necessary, to the impacted County Facility(ies) as follows:

Candyce Gray, Radiology Manager
Harbor-UCLA Medical Center
1000 W. Carson Street
Torrance, CA 90509
cgray@dhs.lacounty.gov

Craig Johnson, Supervising Radiologic Technician II
Martin Luther King, Jr., Outpatient Center
12021 S. Wilmington Avenue
Los Angeles, CA 90059
crjohnson@dhs.lacounty.gov

Cynthia O'Donnell, Interim Chief Financial Officer
Olive View-UCLA Medical Center
14445 Olive View Drive
Sylmar, CA 91343
codonnel@dhs.lacounty.gov

Amelia Bernabe, Chief Radiologic Technologist
Rancho Los Amigos National Rehabilitation Center
7601 E. Imperial Highway
Downey, CA 90242
abernabe@dhs.lacounty.gov

Daniel Amaya, Hospital Administrator
LAC+USC Medical Center
1200 State Street
Los Angeles, CA 90033
damaya@dhs.lacounty.gov

To Contractor:

InSight Health Corp.
5775 Wayzata Boulevard, Suite 400
St. Louis Park, Minnesota 55416
Attention: Legal Department

With copy to:

InSight Health Corporation-Imaging Center.
21828 S. Normandie Avenue
Torrance, CA 90502

Attention: Audrey Garner, Vice President Operations and Business Development
agarner@insighthealth.com”

8. Paragraph 6.1 (Termination for Convenience) of Exhibit A (Additional Terms and Conditions) to the Agreement is deleted in its entirety and replaced with the amended provision to read as follows:

“6.1 Termination for Convenience: The Agreement may be terminated, from time to time, by County in its sole discretion for whatever reason. Termination of Work hereunder shall be effected by delivery to Contractor of a notice of termination specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than one hundred eighty (180) days after notice with the exception for Rancho Los Amigos National Rehabilitation Center where such termination becomes effective no less than ninety (90) days after notice.”

9. Paragraph 18 (Contractor Responsibility and Debarment) of Exhibit A (Additional Terms and Conditions) to the Agreement is deleted in its entirety and replaced with the amended provision to read as follows:

“18. CONTRACTOR RESPONSIBILITY AND DEBARMENT

18.1 Responsible Contractor

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 the County’s policy to conduct business only with responsible contractors.

18.2 Chapter 2.202 of the County Code

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

18.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of the Agreement with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

18.4 Contractor Hearing Board

- A. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- B. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative/proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the proposed decision prior to its presentation to the Board of Supervisors.
- C. After consideration of any objections, or if no objections are submitted, 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 to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- D. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- E. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- F. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

18.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County contractors.”

10. Paragraph 52 (Safely Surrender Baby Law) of Exhibit A (Additional Terms and Conditions) to the Agreement is deleted in its entirety and replaced with

the amended provision to read as follows:

“52. CONTRACTOR’S ACKNOWLEDGEMENT OF COUNTY’S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the Implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County’s policy to encourage all County Contractors to voluntarily post the County’s “Safely Surrendered Baby Law” poster in a prominent position at the Contractor’s place of business. The Contractor 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 the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org”

11. Paragraph 59 (Compliance with County’s Zero Tolerance Human Trafficking Policy) is added to Exhibit A (Additional Provisions) to the Agreement to read as follows:

“59. COMPLIANCE WITH COUNTY’S ZERO TOLERANCE ON HUMAN TRAFFICKING POLICY

59.1 The Contractor acknowledges and certifies that the County has established a Zero Tolerance on Human Trafficking Policy prohibiting Contractors from engaging in human trafficking.

59.2 If a Contractor or member of the Contractor’s staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of the Contractor’s staff be removed immediately from performing services under this Agreement. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

59.3 Disqualification of any member of the Contractor’s staff pursuant to this Sub-paragraph shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.”

12. Section I (Technical Services), Subsection 1 (Fee-Per-Scan for County Responsible Patients) of Exhibit C (Price and Payments) to the Agreement is deleted in its entirety and replaced with the amended provision to read as follows:

“Section I. Technical Services

1. Fee-Per-Scan for County-Responsible Patients

Except as provided in Section III (Open MRI Services Under the LAC+USC Agreement) below, Contractor will provide MRI scans for County-Responsible Patients under the Agreement at the MRI Centers, and arrange for Open MRI scans in accordance with Exhibit B (Statement of Work) Part II, at the fee-per-scan price of Three Hundred Sixty Nine Dollars (\$369.00) per procedure, with a "procedure" being defined as any number of sequences necessary to complete a diagnostic MRI scan of a single anatomical region of the body (by CPT Code). County will be responsible for providing all related physician services and other professional services required for both County-Responsible and County-Referred Patients."

- 13. Attachment A-1 (MRI Payment Chart) to Exhibit C (Price and Payments) to the Agreement is deleted in its entirety and replaced with Attachment A-2 (MRI Payment Chart), attached hereto and incorporated herein by reference. All references to Exhibit C, Attachment A-1 in the Agreement shall hereafter be replaced with Exhibit C, Attachment A-2.
- 14. Attachment B (2008 Medi-Cal Rates) to Exhibit C (Price and Payments) to the Agreement is deleted in its entirety and replaced with Attachment B-1 (2018 Medi-Cal Rates), attached hereto and incorporated herein by reference. All references to Exhibit C, Attachment B in the Agreement shall hereafter be replaced with Exhibit C, Attachment B-1.
- 15. Except for the changes set forth hereinabove, the Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by the County's Director of Health Services, and Contractor has caused this Amendment to be executed on its behalf by its duly authorized officer, on the day, month and year first above written.

COUNTY OF LOS ANGELES

By: _____
Christina R. Ghaly, M.D.
Acting Director of Health Services

INSIGHT HEALTH CORP., INC.
Contractor

By: _____
Signature

Printed Name

Title: _____

By: _____
Signature

Printed Name

Title: _____

APPROVED AS TO FORM:
Mary C. Wickham
County Counsel

By: _____
Victoria Mansourian
Principal Deputy County Counsel

**ATTACHMENT A-2
MRI PAYMENT CHART**

TECHNICAL SERVICES

PAYOR STATUS	OUTPATIENT	INPATIENT
Indigent	County pays Contractor	County pays Contractor
Medi-Cal	Contractor bills Medi-Cal directly	County pays Contractor, County bills Medi-Cal
Third Party	Contractor bills Insurance directly	County pays Contractor, County bills Medicare
Medicare	Contractor bills Medicare under its own provider number	County pays Contractor, County bills Medicare
County-Responsible HealthPlan Referrals	County pays Contractor	County pays Contractor

PROFESSIONAL/PHYSICIAN SERVICES

PAYOR STATUS	OUTPATIENT	INPATIENT
Indigent	County provides–No billing	County provides-No billing
Medi-Cal County-Referred	Contractor either bills separately on County’s behalf or bills globally for technical and professional component under its own provider number, and Federal Tax ID number, and remits to County the amount that Medi-Cal attributes to professional services.	County provides, and bills Medi-Cal
Third-Party County-Referral	Contractor either bills separately on County’s behalf or bills globally for technical and professional component under its own provider number, and Federal Tax ID number, and remits 18% to County.	County provides, County bills Insurance
Third-Party Non County Referral	Contractor must secure professional services for all non-County referred patients, regardless of payor type, with billing based on Contractor’s agreement with physician.	Not applicable
Medicare County-Referred	Contractor either bills separately on County’s behalf or bills globally for technical and professional component under its own provider number, and Federal Tax ID number, and remits 18% to County.	County provides – No billing
County Responsible HealthPlan Referrals	County provides –No billing	County provides-No billing

Exhibit C

PRICE AND PAYMENT

ATTACHMENT B-1							
Proc Code	Procedure Description	2018 Medi-Cal Rates					
		Unit Value	Basic Rate	Prof %	TC%	26 Mod	TC mod
70540	MRI ORBIT/FACE/NECK W/O DYE	110.22	\$421.04	0.30	0.70	\$126.31	\$294.72
70542	MRI ORBIT/FACE/NECK W/DYE	123.66	\$472.38	0.30	0.70	\$141.71	\$330.66
70543	MRI ORBT/FAC/NCK W/O & W/DYE	156.34	\$597.22	0.20	0.80	\$ 119.44	\$ 477.77
70544	MR ANGIOGRAPHY HEAD W/O DYE	118.04	\$450.91	0.12	0.88	\$54.11	\$ 396.80
70545	MR ANGIOGRAPHY HEAD W/DYE	118.04	\$450.91	0.12	0.88	\$54.11	\$ 396.80
70546	MR ANGIOGRAPH HEAD W/O&W/DYE	188.87	\$721.48	0.09	0.91	\$64.93	\$ 656.54
70547	MR ANGIOGRAPHY NECK W/O DYE	118.04	\$450.91	0.12	0.88	\$54.11	\$ 396.80
70548	MR ANGIOGRAPHY NECK W/DYE	118.04	\$450.91	0.12	0.88	\$54.11	\$ 396.80
70549	MR ANGIOGRAPH NECK W/O&W/DYE	189.40	\$723.51	0.09	0.91	\$65.11	\$ 658.39
70551	MRI BRAIN W/O DYE	114.94	\$439.07	0.30	0.70	\$ 131.72	\$ 307.34
70552	MRI BRAIN W/DYE	128.23	\$489.84	0.25	0.75	\$ 122.46	\$367.38
70553	MRI BRAIN W/O & W/DYE	155.80	\$594.39	0.20	0.80	\$ 118.87	\$ 475.51
70557	MRI BRAIN W/O DYE	44.96	\$171.76	0.30	0.70	\$51.53	\$ 120.23
70558	MRI BRAIN W/DYE	46.40	\$177.24	0.30	0.70	\$53.17	\$ 124.07
70559	MRI BRAIN W/O & W/DYE	43.66	\$166.77	0.20	0.80	\$33.35	\$ 133.42
72142	MRI NECK SPINE W/DYE	130.18	\$497.21	0.25	0.75	\$ 124.30	\$ 372.90
72146	MRI CHEST SPINE W/O DYE	103.40	\$394.99	0.30	0.70	\$ 118.49	\$ 276.49
72147	MRI CHEST SPINE W/DYE	115.94	\$442.89	0.25	0.75	\$ 110.72	\$ 332.16
72148	MRI LUMBAR SPINE W/O DYE	102.11	\$390.06	0.30	0.70	\$ 117.01	\$ 273.04
72149	MRI LUMBAR SPINE W/DYE	127.09	\$485.48	0.25	0.75	\$ 121.37	\$ 364.11
72156	MRI NECK SPINE W/O & W/DYE	155.20	\$592.86	0.20	0.80	\$ 118.57	\$ 474.28
72157	MRI CHEST SPINE W/O & W/DYE	145.22	\$554.74	0.20	0.80	\$ 110.94	\$ 443.79
72158	MRI LUMBAR SPINE W/O & W/DYE	152.83	\$583.81	0.20	0.80	\$ 116.76	\$ 467.04
72159	MR ANGIO SPINE W/O&W/DYE	123.29	\$470.97	0.14	0.86	\$65.94	\$ 405.03
72195	MRI PELVIS W/O DYE	114.14	\$436.01	0.30	0.70	\$ 130.80	\$ 305.20
72196	MRI PELVIS W/DYE	126.76	\$484.22	0.25	0.75	\$ 121.05	\$ 363.16
72197	MRI PELVIS W/O & W/DYE	159.69	\$610.02	0.20	0.80	\$ 122.00	\$ 488.01
72198	MR ANGIO PELVIS W/O & W/DYE	113.12	\$432.12	0.14	0.86	\$60.50	\$ 371.62
73218	MRI UPPER EXTREMITY W/O DYE	113.37	\$433.07	0.30	0.70	\$ 129.92	\$ 303.14
73219	MRI UPPER EXTREMITY W/DYE	124.89	\$477.08	0.25	0.75	\$ 119.27	\$ 357.81
73220	MRI UPPR EXTREMITY W/O&W/DYE	102.22	\$390.48	0.30	0.70	\$ 117.14	\$ 273.34
73221	MRI JOINT UPR EXTREM W/O DYE	102.22	\$390.48	0.30	0.70	\$ 117.14	\$ 273.34
73222	MRI JOINT UPR EXTREM W/DYE	116.87	\$446.44	0.10	0.90	\$44.64	\$ 401.79
73223	MRI JOINT UPR EXTR W/O&W/DYE	149.89	\$572.58	0.08	0.92	\$45.80	\$ 526.77
73225	MR ANGIO UPR EXTR W/O&W/DYE	112.82	\$430.97	0.14	0.86	\$60.34	\$ 370.63
73718	MRI LOWER EXTREMITY W/O DYE	111.85	\$427.27	0.30	0.70	\$ 128.18	\$ 299.08
73719	MRI LOWER EXTREMITY W/DYE	125.21	\$478.30	0.25	0.75	\$ 119.57	\$ 358.72
73720	MRI LWR EXTREMITY W/O&W/DYE	102.22	\$390.48	0.30	0.70	\$ 117.14	\$ 273.34
73721	MRI JNT OF LWR EXTRE W/O DYE	102.22	\$390.48	0.30	0.70	\$ 117.14	\$ 273.34
73722	MRI JOINT OF LWR EXTR W/DYE	136.85	\$522.77	0.30	0.70	\$ 156.83	\$ 365.94

EXHIBIT C

PRICE AND PAYMENT

ATTACHMENT B-1							
		2018 Medi-Cal Rates					
Proc Code	Procedure Description	Unit Value	Basic Rate	Prof %	TC%	26 Mod	TC mod
73723	MRI JOINT LWR EXTR W/O&W/DYE	150.05	\$573.19	0.20	0.80	\$ 115.83	\$ 458.55
73725	MR ANG LWR EXT W OR W/O DYE	113.50	\$433.57	0.14	0.86	\$60.70	\$ 372.87
74181	MRI ABDOMEN W/O DYE	101.55	\$387.92	0.30	0.70	\$ 116.37	\$ 271.54
74182	MRI ABDOMEN W/DYE	138.61	\$529.49	0.30	0.70	\$ 158.85	\$ 370.64
74183	MRI ABDOMEN W/O & W/DYE	160.10	\$611.58	0.20	0.80	\$ 122.31	\$ 489.26
74185	MRI ANGIO, ABDOM W ORW/O DYE	120.00	\$458.40	0.16	0.84	\$73.34	\$ 385.06