



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

Gloria Molina
First District

Yvonne Brathwaite Burke
Second District

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Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

June 3, 2004

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 AMENDMENT NO. 7 TO AGREEMENT NOS. H-205962, H-205964,
H-205965 AND H-205967 FOR OVERFLOW MEDICAL RECORDS CODING AND
ABSTRACTING SERVICES AT FIVE DEPARTMENT OF HEALTH SERVICES
FACILITIES
(All Districts) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director, or his designee, to execute four overflow medical records coding and abstracting services amendments with Hospital Employee Labor Pool (H-205962), Ladera Career Paths (H-205964), Associated Record Technical Services dba ARTS, Inc. (H-205965) and Jenn International, Inc. dba Jenn International Personnel Agency (H-205967), (Exhibits I through IV) to extend the term of each agreement an additional 12 months, on a month-to-month basis, with rates to remain the same as specified in the Agreement for the prior six calendar month term, effective July 1, 2004 through June 30, 2005, at a total maximum County cost of \$12,991,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

In approving this action, the Board is authorizing the Director, or his designee, to sign amendments with Hospital Employee Labor Pool (H-205962), Ladera Career Paths (H-205964), Associated Record Technical Services, dba ARTS, Inc. (H-205965), and Jenn International, Inc., dba Jenn International Personnel Agency (H-205967) for the continued

provision of overflow medical records coding and abstracting services at Department of Health Services' facilities (Harbor/UCLA Medical Center; including Costal Cluster Health Centers, LAC+USC Healthcare Network; including Network Health Centers, Martin Luther King Jr./Drew Medical Center; including South/West Health Centers, Olive View-UCLA Medical Center, and Rancho Los Amigos National Rehabilitation Center).

The existing agreements are slated to expire on June 30, 2004. Board approval of the agreement term extensions will ensure uninterrupted services at DHS' facilities for overflow medical records coding and abstracting services. The additional time will allow DHS to complete a Request for Proposals (RFP) process in accordance with Section 44.7 of the County Charter, and Section 2.121.250 et seq. of the Los Angeles County Code, which permits the County to contract with the private sector when it is more economically feasible to do so.

FISCAL IMPACT/FINANCING:

The maximum combined County cost for the twelve-month period is \$12,991,000. Funding for the four agreements has been included in Fiscal Year (FY) 2004-05 Proposed Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Medical records coding and abstracting services are specialized diagnostic and operative coding and abstracting services, that include tumor registry coding and abstracting, and cancer surveillance reporting. Patients' medical records are audited, coded and abstracted in accordance with established numerical coding systems and special hospital coding systems. Without proper coding of these procedures, DHS cannot be reimbursed for several medical procedures.

For a number of years, DHS utilized the services of various vendors under purchase order agreements to provide intermittent medical records coding and abstracting services. In 1989, DHS assumed administrative responsibility for contracting these services. On August 15, 1990, the Board approved three agreements as a result of an Invitation for Bids process. On June 30, 1992, the Board approved agreements with various contractors through June 30, 1996.

On June 25, 1996, the Board approved six (6) agreements with six firms to provide medical record and abstracting services. On May 5, 1998, the Board approved Amendment No. 1 to add High Desert Health System as a delivery site. Subsequently, Amendment Nos. 2 through 5 were approved by the Board during the period of December 5, 2000 through February 18, 2003, extending the term with no increase to the payment provision of the agreements and adding standard language provisions.

On February 24, 2004, the Board approved Amendment No. 6 which extended the term of the agreements four months through June 18, 2004, to provide for the continued provision of services while permitting DHS to conduct a competitive RFP process.

The Department has determined that it is appropriate to treat future agreements as if they were Proposition A agreements. As such, it is recommended that the agreements be extended on a temporary basis to allow DHS to procure such services in a manner consistent with Proposition A. To this end, DHS will continue to work aggressively with the Department of Human Resources to ensure that the County salaries for these positions are competitive with the private sector thus improving the County's ability to recruit and retain County employees to fulfill this function.

Board approval of the recommended action will allow time for the completion of the RFP process which is scheduled for release in June 2004. Because many major contracting steps need to be completed subsequent to the release of the RFP, including development of the avoidable County cost, receipt and evaluation of the proposals, determination of cost effectiveness of any resultant contract, and contract negotiations process, DHS has determined that the term extension is needed to complete the RFP.

The increase in the maximum contract sum is due to the additional anticipated services at LAC+USC Healthcare Network resulting from an increase in patient load for the following contract year.

DHS is continuing its efforts to work with the Department of Human Resources to help ensure that County salaries for medical coding positions are competitive with the private sector.

Contract monitoring functions will continue to be performed by the Medical Records Director at each medical facility.

Attachment A provides additional information. The attached amendments (Exhibits I through IV) have been approved by County Counsel.

CONTRACTING PROCESS:

DHS intends to release an RFP for contract medical records coding and abstracting services at DHS' facilities by June 18, 2004.

Amendment No. 7 will extend the term of the agreements an additional 12 months, on a month-to-month basis, pending completion of the RFP process.

The Honorable Board of Supervisors
June 3, 2004
Page 4

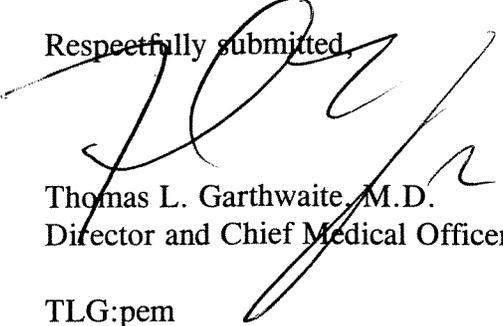
It is not appropriate to advertise amendments to agreements on the Countywide Office of Small Business Web Site as a business opportunity. However, DHS plans to advertise the RFP in the Eastern Group Publications, Rapid Publishing, and the Los Angeles Sentinel newspapers and on the Los Angeles Countywide Web Site by June 15, 2004 for RFP release by June 18, 2004.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

The recommended amendment will continue uninterrupted services at DHS' facilities while the Department completes the RFP solicitation process.

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:pem

Attachments (5)

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

BLECD3341.pem

SUMMARY OF AGREEMENT1. TYPE OF SERVICE:

Overflow medical records coding and abstracting services at DHS' facilities.

2. AGENCY ADDRESSES AND CONTACT PERSONS:

Agreement No. H-205962
Hospital Employee Labor Pool
5400 Orange Avenue, Suite 200
Cypress, California 90630
Attention: Teri Carter
Telephone: (714) 243-3510
Facsimile: (714) 243-3505

Agreement No. H-205964
Ladera Career Paths
6820 La Tijera Blvd., Suite 217
Los Angeles, California 90045
Attention: Anna Little
Telephone: (310) 568-0244
Facsimile: (310) 568-8202

Agreement No. H-205965
Associated Record Technical Services
dba ARTS, Inc.
600 Corporate Pointe, Suite 1150
Culver City, California 90230
Attention: Nzingha Asantewa Ali
Telephone: (310) 641-7446
Facsimile: (310) 641-1208

Agreement No. H-205967
Jenn International Inc.,
dba Jenn International Personnel Agency
3250 Wilshire Blvd., Suite 926
Los Angeles, California 90010
Attention: Jennifer Oracion
Telephone: (213) 388-1688
Facsimile: (213) 388-9685

3. TERM:

The amendments will extend the term of the four (4) agreements on a month-to-month basis for up to 12 months, effective July 1, 2004 through June 30, 2005.

4. FINANCIAL INFORMATION:

The maximum cost of the services for the four amendments is \$12,991,000.

<u>DHS Facility</u>	<u>FY 2004-05</u> <u>7/1/04 - 7/30/05</u>
Habor/UCLA MC	\$ 1,496,000
Harbor/UCLA CHC & HC	\$ 372,000
LAC+USC	\$ 4,000,000
LAC+USC CHC & HC	\$ 1,803,000
MLK	\$ 3,686,000
MLK HC	\$ 486,000
Olive View	\$ 800,000
Rancho	\$ 350,000
TOTAL	\$ 12,991,000

5. ACCOUNTABLE FOR MONITORING:

Medical Records Directors at each facility.

6. APPROVALS:

Department of Health Services: Fred Leaf, Chief of Operations

Contract Administration: Irene E. Riley, Director

County Counsel: Christina A. Salseda, Deputy County Counsel

**OVERFLOW MEDICAL RECORDS CODING AND ABSTRACTING SERVICES
AT DHS MEDICAL CENTERS AGREEMENT**

AMENDMENT NO. 7

THIS AMENDMENT is made and entered into this _____ day
of _____, 2004,

by and between the

COUNTY OF LOS ANGELES
(hereafter "County"),

and

HOSPITAL EMPLOYEE LABOR POOL
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled
"OVERFLOW MEDICAL RECORDS CODING AND ABSTRACTING SERVICES AT DHS
MEDICAL CENTERS", dated June 25, 1996, and further identified as
County Agreement No. H-205962, and Amendment Nos. 1 through 6 (all
hereafter referred to as "Agreement"); and

WHEREAS, the Agreement is slated to expire on June 30, 2004;
and

WHEREAS, it is the desire of the parties to extend the term
of the Agreement for a maximum of twelve (12) additional months
through June 30, 2005 unless sooner terminated; and

WHEREAS, the 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 hereby agree as follows:

1. This Amendment shall become effective July 1, 2004.
2. The term of Agreement is hereby extended twelve (12) months, on a month-to-month basis, and, unless sooner cancelled or terminated, shall expire at twelve midnight on June 30, 2005.
3. During the extension period, Contractor shall be compensated according to the same payment provisions and same rate(s) specified in the Agreement for the immediate prior six (6) calendar month term.
4. Paragraph 50, CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, shall be amended to read as follows:

"50. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract 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 Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it

is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the federal Social Security Act [(42 USC section 653 (a)] and California Unemployment Insurance Code section 1088.55, and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246 (b)."

5. Paragraph 51, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, shall be amended to read as follows:

"51. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in "Contractor's Warranty of Adherence to County's Child Support Compliance Program" Paragraph immediately above, shall constitute default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement failure of Contractor to cure such default within ninety (90)

calendar days of written notice shall be grounds upon which County may terminate this contract pursuant to the "Termination for Default Paragraph of this Agreement [or "Term and Termination" Paragraph of this Agreement, whichever is applicable] and pursue debarment of Contractor, pursuant to County Code Chapter 2.202."

6. Paragraph 52, CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT, shall be deleted in its entirety.

7. Paragraph 56, CONTRACTOR RESPONSIBILITY AND DEBARMENT, shall be amended to read as follows:

"56. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. **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 Agreement. It is the County's policy to conduct business only with responsible Contractors.

B. **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

Agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County Agreements for a specified period of time not to exceed three (3) years, and terminate any or all existing Agreements the Contractor may have with the County.

C. **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 any term of an Agreement with the County or a nonprofit corporation created by the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform an Agreement 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.

D. **Contractor Hearing Board:** 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.

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 tentative proposed decision prior to its presentation to the Board of Supervisors.

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.

E. **Subcontractors of Contractor:** These terms shall also apply to subcontractors/subcontractors of County Contractors."

8. Except for the changes set forth hereinabove, Agreement shall not be changed in any other 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 subscribed by its Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

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

HOSPITAL EMPLOYEE LABOR POOL
Contractor

By _____

Name _____

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF COUNTY COUNSEL
County Counsel

By _____
Deputy

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Irene E. Riley, Director
Contract Administration

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6/7/04

**OVERFLOW MEDICAL RECORDS CODING AND ABSTRACTING SERVICES
AT DHS MEDICAL CENTERS AGREEMENT**

AMENDMENT NO. 7

THIS AMENDMENT is made and entered into this _____ day
of _____, 2004,

by and between the COUNTY OF LOS ANGELES
(hereafter "County"),
and LADERA CAREER PATHS
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled
"OVERFLOW MEDICAL RECORDS CODING AND ABSTRACTING SERVICES AT DHS
MEDICAL CENTERS", dated June 25, 1996, and further identified as
County Agreement No. H-205964, and Amendment Nos. 1 through 6 (all
hereafter referred to as "Agreement"); and

WHEREAS, the Agreement is slated to expire on June 30, 2004;
and

WHEREAS, it is the desire of the parties to extend the term
of the Agreement for a maximum of twelve (12) additional months
through June 30, 2005 unless sooner terminated; and

WHEREAS, the 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 hereby agree as follows:

1. This Amendment shall become effective July 1, 2004.
2. The term of Agreement is hereby extended twelve (12) months, on a month-to-month basis, and, unless sooner cancelled or terminated, shall expire at twelve midnight on June 30, 2005.
3. During the extension period, Contractor shall be compensated according to the same payment provisions and same rate(s) specified in the Agreement for the immediate prior six (6) calendar month term.
4. Paragraph 50, CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, shall be amended to read as follows:

"50. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract 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 Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it

is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the federal Social Security Act [(42 USC section 653 (a)] and California Unemployment Insurance Code section 1088.55, and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246 (b)."

5. Paragraph 51, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, shall be amended to read as follows:

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calendar days of written notice shall be grounds upon which County may terminate this contract pursuant to the "Termination for Default Paragraph of this Agreement [or "Term and Termination" Paragraph of this Agreement, whichever is applicable] and pursue debarment of Contractor, pursuant to County Code Chapter 2.202."

6. Paragraph 52, CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT, shall be deleted in its entirety.

7. Paragraph 56, CONTRACTOR RESPONSIBILITY AND DEBARMENT, shall be amended to read as follows:

"56. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. **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 Agreement. It is the County's policy to conduct business only with responsible Contractors.

B. **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

Agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County Agreements for a specified period of time not to exceed three (3) years, and terminate any or all existing Agreements the Contractor may have with the County.

C. **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 any term of an Agreement with the County or a nonprofit corporation created by the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform an Agreement 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.

D. **Contractor Hearing Board:** 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.

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 tentative proposed decision prior to its presentation to the Board of Supervisors.

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.

E. **Subcontractors of Contractor:** These terms shall also apply to subcontractors/subcontractors of County Contractors."

8. Except for the changes set forth hereinabove, Agreement shall not be changed in any other 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 subscribed by its Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

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

LADERA CAREER PATHS
Contractor

By _____

Name _____

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF COUNTY COUNSEL
County Counsel

By _____
Deputy

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Irene E. Riley, Director
Contract Administration

AMENDCD3377.pem
6/7/04

**OVERFLOW MEDICAL RECORDS CODING AND ABSTRACTING SERVICES
AT DHS MEDICAL CENTERS AGREEMENT**

AMENDMENT NO. 7

THIS AMENDMENT is made and entered into this _____ day
of _____, 2004,

by and between the COUNTY OF LOS ANGELES
(hereafter "County"),
and ASSOCIATE RECORD TECHNICIAN
SERVICES DBA ARTS, INC.
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled
"OVERFLOW MEDICAL RECORDS CODING AND ABSTRACTING SERVICES AT DHS
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WHEREAS, the Agreement is slated to expire on June 30, 2004;
and

WHEREAS, it is the desire of the parties to extend the term
of the Agreement for a maximum of twelve (12) additional months
through June 30, 2005 unless sooner terminated; and

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the form of a written amendment which is formally approved and
executed by the parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. This Amendment shall become effective July 1, 2004.
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Agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County Agreements for a specified period of time not to exceed three (3) years, and terminate any or all existing Agreements the Contractor may have with the County.

C. **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 any term of an Agreement with the County or a nonprofit corporation created by the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform an Agreement 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.

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COUNTY OF LOS ANGELES

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

ASSOCIATE RECORD TECHNICIAN
SERVICES DBA ARTS, INC.
Contractor

By _____

Name _____

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF COUNTY COUNSEL
County Counsel

By _____
Deputy

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Irene E. Riley, Director
Contract Administration

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6/7/04

**OVERFLOW MEDICAL RECORDS CODING AND ABSTRACTING SERVICES
AT DHS MEDICAL CENTERS AGREEMENT**

AMENDMENT NO. 7

THIS AMENDMENT is made and entered into this _____ day
of _____, 2004,

by and between the

COUNTY OF LOS ANGELES
(hereafter "County"),

and

JENN INTERNATIONAL INC.,
DBA JENN INTERNATIONAL PERSONNEL
AGENCY (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled
"OVERFLOW MEDICAL RECORDS CODING AND ABSTRACTING SERVICES AT DHS
MEDICAL CENTERS", dated June 25, 1996, and further identified as
County Agreement No. H-205967, and Amendment Nos. 1 through 6 (all
hereafter referred to as "Agreement"); and

WHEREAS, the Agreement is slated to expire on June 30, 2004;
and

WHEREAS, it is the desire of the parties to extend the term
of the Agreement for a maximum of twelve (12) additional months
through June 30, 2005 unless sooner terminated; and

WHEREAS, the 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 hereby agree as follows:

1. This Amendment shall become effective July 1, 2004.
2. The term of Agreement is hereby extended twelve (12) months, on a month-to-month basis, and, unless sooner cancelled or terminated, shall expire at twelve midnight on June 30, 2005.
3. During the extension period, Contractor shall be compensated according to the same payment provisions and same rate(s) specified in the Agreement for the immediate prior six (6) calendar month term.
4. Paragraph 50, CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, shall be amended to read as follows:

"50. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract 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 Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it

is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the federal Social Security Act [(42 USC section 653 (a)] and California Unemployment Insurance Code section 1088.55, and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246 (b)."

5. Paragraph 51, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, shall be amended to read as follows:

"51. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in "Contractor's Warranty of Adherence to County's Child Support Compliance Program" Paragraph immediately above, shall constitute default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement failure of Contractor to cure such default within ninety (90)

calendar days of written notice shall be grounds upon which County may terminate this contract pursuant to the "Termination for Default Paragraph of this Agreement [or "Term and Termination" Paragraph of this Agreement, whichever is applicable] and pursue debarment of Contractor, pursuant to County Code Chapter 2.202."

6. Paragraph 52, CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT, shall be deleted in its entirety.

7. Paragraph 56, CONTRACTOR RESPONSIBILITY AND DEBARMENT, shall be amended to read as follows:

"56. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. **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 Agreement. It is the County's policy to conduct business only with responsible Contractors.

B. **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

Agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County Agreements for a specified period of time not to exceed three (3) years, and terminate any or all existing Agreements the Contractor may have with the County.

C. **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 any term of an Agreement with the County or a nonprofit corporation created by the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform an Agreement 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.

D. **Contractor Hearing Board:** 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.

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 tentative proposed decision prior to its presentation to the Board of Supervisors.

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.

E. **Subcontractors of Contractor:** These terms
shall also apply to subcontractors/subcontractors
of County Contractors."

8. Except for the changes set forth hereinabove, Agreement
shall not be changed in any other 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 subscribed by its Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

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

JENN INTERNATIONAL INC., DBA
JENN INTERNATIONAL PERSONNEL
Contractor

By _____

Name _____

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF COUNTY COUNSEL
County Counsel

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Deputy

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

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Irene E. Riley, Director
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6/7/04