



County of Los Angeles
CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

November 13, 2007

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

Dear Supervisors:

**DEPARTMENT OF HEALTH SERVICES: APPROVAL OF AMENDMENT NO. 3 TO
AGREEMENT FOR TEMPORARY MEDICAL PERSONNEL SERVICES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and delegate authority to the Director of Health Services (Director), or his designee, to offer and sign Amendment No. 3 to the Temporary Medical Personnel Services Agreements to add new service categories including, Clinical Laboratory Scientist I, Laboratory Assistant, Magnetic Resonance Imaging (MRI) Technologist, Tissue Analysis (Histology) Technician I and II, and Tissue Analysis (Histology) Technician Supervisor I and II at an estimated annual cost of \$1,126,768, effective upon Board approval through June 30, 2008;
2. Approve and delegate authority to the Director, or his designee, to increase the maximum hourly rate for registry Pharmacy Technician services, from the current rate of \$17.77 per hour to \$19.04, at an estimated \$306,603 increase to the annual cost, effective upon Board approval through June 30, 2008;
3. Approve and delegate authority to the Director, or his designee, to extend the Agreements for two optional one-year periods from July 1, 2008 through June 30, 2010, under the same terms and conditions of the existing Agreements, at an estimated annual cost of \$21,939,680.

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

4. Approve and delegate authority to the Director, or his designee, to increase the total estimated annual cost for Temporary Medical Personnel Services from \$20,506,309 to \$21,939,680. This increase of \$1,433,371 consists of \$1,126,768 for the expanded services and \$306,603 for the increase in the hourly rate for Pharmacy Technician services.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In approving the recommended actions, the Board is instructing the Director, or his designee, to sign Amendment No. 3 to the Temporary Medical Personnel (TMP) Services Agreements, substantially similar to Exhibit I, to add the provision of new service categories at the rates of payment specified in Attachment C, and increase the maximum hourly rate of payment for Pharmacy Technician services as specified in Attachment D.

Olive View-UCLA Medical Center (OVMC) is requesting to amend the TMP services agreement to add the following personnel items to the registry: Clinical Laboratory Scientist I, Histology Technician I and II, Histology Technician Supervisor I and II, and Laboratory Assistant personnel. OVMC is having difficulty recruiting and retaining qualified personnel to perform these necessary patient care-related services. The current vacancies at OVMC are causing delays in scheduling routine medical procedures.

High Desert Health System (HDHS) is also requesting to amend the TMP services agreement to add the provision of Clinical Laboratory Scientist I. HDHS is having difficulty recruiting and retaining staff in the Antelope Valley area.

LAC+USC Medical Center (LAC+USC) is requesting to amend the TMP services contract to add the provision of MRI Technologists. Currently, MRI services are contracted out. However, when the LAC+USC replacement facility opens, MRI services are scheduled to be performed in-house. Since there is no County classification for MRI Technologist, LAC+USC is currently working with DHS Human Resources to determine an appropriate classification to perform these duties.

DHS is requesting to amend the TMP services contract to increase the maximum hourly rate for registry Pharmacy Technician services as specified in Attachment D. DHS is having difficulty recruiting and retaining qualified personnel to perform these necessary patient care-related services at the current \$17.77 hourly rate. The recommended hourly rate is \$19.04, an increase of 7.12 percent.

Approval of the recommended actions will ensure continuity of as-needed and part-time medical personnel services to address critical staffing shortages, peak workloads, unexpected emergencies, and vacation coverage at DHS facilities.

FISCAL IMPACT/FINANCING

The total estimated annual cost for services will increase from \$20,506,309 to \$21,939,680. This increase of \$1,433,371 consists of \$1,126,768 for the use of the Clinical Laboratory Scientist I, Histology Technician I and II, Histology Technician Supervisor I and II, Laboratory Assistant, and MRI Technologist personnel, and \$306,603 for the increase in the hourly rate for Pharmacy Technician services.

Funding is included in the Fiscal Year 2007-08 DHS Final Budget, and will be requested in future fiscal years as a continuing appropriation.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

For a number of years, the County has contracted with Board-approved registry agencies for the provision of as-needed and part-time medical personnel services to address critical staffing shortages, peak workloads, unexpected emergencies, and vacation coverage at DHS facilities.

On December 21, 1998, the County contracted with registries for the provision of certain temporary medical personnel services at DHS facilities. Since that time, your Board has approved various amendments to extend the agreements and add various service categories.

On June 21, 2005, your Board approved a new standard agreement effective July 1, 2005 through June 30, 2008.

On December 20, 2005, your Board approved an Amendment to add two new services, Pharmacy Manager and Phlebotomist to the Agreement.

On November 14, 2006, your Board approved an Amendment to add new service categories, Electroencephalogram (EEG) equipment, on-call services for Nuclear Medicine, Ultrasound, and EEG Technician services, and Psychiatric Social Worker I and II to the Agreement.

TMP services will continue to be utilized only for the most critical functions which County employees and County re-employment list personnel are unable to provide.

Attachments A through D provide additional information.

County Counsel has approved the Amendment (Exhibit I) as to use and form.

Honorable Board of Supervisors
November 13, 2007
Page 4

CONTRACTING PROCESS

It is not appropriate to advertise amendments to agreements on the Los Angeles County Web Site as a business opportunity.

The Department has delegated authority to add new registries as needed, but the Department does not have delegated authority to add new service categories, increase rates or extend the Agreements without returning to your Board for approval.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will ensure the availability of necessary services for County patients.

CONCLUSION

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

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:SRH:SAS
DRJ:DH:bjs

Attachments (5)

c: County Counsel
Director and Chief Medical Officer, Department of Health Services

SUMMARY OF AMENDMENT1. TYPE OF SERVICES:

Provision of Clinical Laboratory Scientist I, Laboratory Assistant, Magnetic Resonance Imaging (MRI) Technologist, Pharmacy Technician, Tissue Analysis (Histology) Technician I and II, and Tissue Analysis (Histology) Technician Supervisor I and II personnel services.

2. AGENCY ADDRESS AND CONTACT PERSONS:

Various Department approved registries.

3. TERM:

The Amendment is effective upon Board approval through June 30, 2008, with provisions to automatically extend the Agreements for two optional one-year periods.

4. FINANCIAL INFORMATION:

The estimated annual cost for the use of the Clinical Laboratory Scientist I, Histology Technician I and II, Histology Technician Supervisor I and II, Laboratory Assistant, and MRI Technologist personnel is \$1,126,768. The estimated increase to the annual cost for the use of the Pharmacy Technician personnel is \$306,603.

Funding for this amendment is included in the Fiscal Year 2007-2008 Final Adopted Budget and will be requested in future fiscal years as a continuing appropriation.

5. ACCOUNTABILITY FOR MONITORING:

The administrators and medical directors at the Departments of Health Services facilities where services are provided will continue to monitor the contractors' performance.

6. APPROVALS:

Health Services Administration:	Sharon Grigsby, Chief Network Officer
Contracts and Grants Division:	Cara O'Neill, Chief
County Counsel (approval as to form):	Sharon A. Reichman, Principal Deputy County Counsel
Chief Administrative Office:	Dorothea Hayes, Budget Analyst

**TEMPORARY MEDICAL PERSONNEL SERVICES
CURRENT CONTRACTORS**

	CONTRACTORS	CONTRACT NO.	EFF. DATE	EXP. DATE
1.	Asereth Medical Services	H-702800-2	6-13-2007	6-30-2008
2.	Associated Health Professionals, Inc.	H-701361-1	7-1-2005	6-30-2008
3.	CareMed Staffing Co., Inc.	H-702756-2	4-17-2007	6-30-2008
4.	Complete Therapy Services	H-701359-1	7-1-2005	6-30-2008
5.	Cross Country Tracvorps, Inc., dba Cross Country Staffing	H-701483-1	7-1-2005	6-30-2008
6.	Delta-T Group Los Angeles, Inc.	H-702674-2	3-1-2007	6-30-2008
7.	Echo Tech Imaging	H-701363-2	12-20-2005	6-30-2008
8.	Golden Imaging	H-701868	7-1-2005	6-30-2008
9.	Mediscan Diagnostic Services	H-701397-2	7-1-2005	6-30-2008
10.	Neonatal Respiratory Team	H-701843-2	7-1-2005	6-30-2008
11.	Neurotrace	H-701421-1	7-1-2005	6-30-2008
12.	Nurse Connection	H-701812-2	7-1-2005	6-30-2008
13.	Photon Physics	H-702643-2	3-1-2007	6-30-2008
14.	Professional Respiratory Network, Inc.	H-701679-1	7-1-2005	6-30-2008
15.	RPT/PRN, LLC	H-701844-1	7-1-2005	6-30-2008
16.	Pridestaff, Inc., dba RX Relief, Inc.	H-702777-2	5-3-2007	6-30-2008
17.	Siracusa Enterprises, Inc., dba Quality Imaging, Inc.	H-701398-1	12-20-2005	6-30-2008
18.	Soliant Health, Inc., An MPS Group (fka) Cardinal Health	H-701833-2	7-1-2005	6-30-2008
19.	Solutions Staffing Services, Inc. dba Direct Staffing Health Care Services	H-702622-2	2-13-07	6-30-2008
20.	STAT Registry Service	H-702778-2	5-1-2007	6-30-2008
21.	Synaptic Technologies	H-701420-2	7-1-2005	6-30-2008
22.	The Registry Network, Inc., dba RTS/Medi-Temps	H-702757-2	4-17-2007	6-30-2008
23.	USC Radiology Associates	H-701680-2	7-1-2005	6-30-2008
24.	X-PRT Medical Imaging	H-701362-2	7-1-2005	6-30-2008

**TEMPORARY MEDICAL PERSONNEL SERVICES
RECOMMENDED RATES**

SERVICES	MAXIMUM HOURLY RATES
Tissue Analysis (Histology) Technician I	\$39.86 Per Hour
Tissue Analysis (Histology) Technician II	\$42.07 Per Hour
Tissue Analysis (Histology) Technician Supervisor I	\$44.86 Per Hour
Tissue Analysis (Histology) Technician Supervisor II	\$48.67 Per Hour
Laboratory Assistant	\$22.00 Per Hour
Clinical Laboratory Scientist	\$52.00 Per Hour
Magnetic Resonance Imaging (MRI) Technologist	\$60.00 Per Hour
Pharmacy Technician	\$19.04 Per Hour

**TEMPORARY MEDICAL PERSONNEL SERVICES
RATE COMPARISON SCHEDULE
FOR SELECTED CONTRACTED SERVICES
AS OF OCTOBER 30, 2007**

SERVICE TYPE	CURRENT MAXIMUM HOURLY RATE	RECOMMENDED MAXIMUM HOURLY RATE	PERCENTAGE CHANGE
PHARMACY SERVICES Pharmacy Technician	\$17.77	\$19.04	7.12% Increase

Contract No. _____

**TEMPORARY MEDICAL PERSONNEL SERVICES AGREEMENT
AMENDMENT NO. 3**

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

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

and _____
(hereafter "Contractor").

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

WHEREAS, Medical Facility shall retain professional and administrative
responsibility for the services provided under this Agreement; 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 hereby agree as follows:

1. This Amendment shall become effective on the date hereinabove.

2. The first paragraph of Paragraph 1, "TERM AND TERMINATION", shall be revised to read as follows:

"1. TERM AND TERMINATION: The term of this Agreement shall commence on the date hereinabove, and shall continue in full force and effect to and including June 30, 2008, and shall automatically be extended for up to two (2) optional one (1) year periods through June 30, 2010, contingent upon availability of funds, and without further action of the parties. Except as otherwise set forth below, this Agreement may be terminated at any time by either party, with or without cause, upon giving of at least thirty (30) calendar days' advance written notice thereof to the other."

3. Paragraph 2, "DESCRIPTION OF SERVICES", of Agreement shall be revised to read as follows:

"2. DESCRIPTION OF SERVICES: Contractor agrees to provide County Facilities, upon request and qualification by County Facility, with the temporary or as-needed, intermittent personnel services as described in the following Exhibits, attached hereto and incorporated herein by reference:

A-1 Audiology, Occupational Therapy, Physical Therapy, Recreation
Therapy and Speech Pathology Personnel Services

A-2 Neurology Testing Personnel Services

A-3 Radiologic Personnel and On-Call Services

A-4 Respiratory Care Personnel Services

A-5-3 Autopsy Technician, Cardiac Electro-diagnostic Technician, Dental
Assistant, Electroencephalogram Equipment,

Electroencephalograph Technician, Mortuary Technician/Aid,
Radiation Oncology Physicist, Renal Dialysis Equipment
Technician, Pharmacy Manager, Pharmacist, Pharmacist Intern,
Pharmacy Technician, Pharmacy Helper and On-Call Personnel
Services

A-6 Mobile Lithotripsy Personnel Services

A-7 Phlebotomy Service Supervisor, Phlebotomy Technician I, and
Phlebotomy Technician II Personnel Services

A-8 Psychiatric Social Worker I and II

A-9 Tissue Analysis (Histology) Technician I and II, and Tissue Analysis
(Histology) Technician Supervisor I and II Personnel Services

A-10 Clinical Laboratory Scientist I, and Laboratory Assistant Personnel
Services.

A-11 Magnetic Resonance Imaging (MRI) Technologist Personnel
Services.”

4. Paragraph 6.K “Most Favored Public Entity”, shall be added to the
Agreement as follows:

“K. Most Favored Public Entity: If the Contractor’s prices decline, or
should the Contractor at any time during the term of this Agreement provide the
same goods or services under similar quantity and delivery conditions to the
State of California or any county, municipality, or district of the State at prices
below those set forth in this Agreement, then such lower prices shall be
immediately extended to the County.”

5. The first paragraph of Paragraph 7.B, Cardio-Pulmonary Resuscitation Certification, of Agreement shall be revised as follows:

“B. Cardio-Pulmonary Resuscitation Certification: All Contractor personnel providing services on behalf of Contractor hereunder **(with the exception of personnel providing Pharmacy Technician services)** must have current certification in cardio-pulmonary resuscitation (CPR) from either the American Heart Association, the American Red Cross, the American Safety and Health Institute, the Department of Parks and Recreation, the Emergency Care and Safety Institute, or other County-approved program and must carry their current, original (not a copy) CPR card at all times.”

6. Exhibit B-2 “BILLING, PAYMENT AND SCHEDULE OF RATES”, shall be revised and replaced in its entirety, as set forth in Exhibit B-3, attached hereto and incorporated herein by reference. Any reference to Exhibit B, Exhibit B-1 or Exhibit B-2 in the Agreement or any Amendment thereof shall now be deemed to reference Exhibit B-3.

7. Exhibit A-5-2 “DESCRIPTION OF SERVICES”, shall be revised and replaced in its entirety, as set forth in Exhibit A-5-3, attached hereto and incorporated herein by reference. Any reference to Exhibit A-5, Exhibit A-5-1 or Exhibit A-5-2 in the Agreement or any Amendment thereof shall now be deemed to reference Exhibit A-5-3.

8. Except for the changes set forth hereinabove, the wording of Agreement shall not be changed in any 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 officers, 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

Printed Name

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
RAYMOND G. FORTNER, JR.
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Cara O'Neill, Chief
Contracts and Grants Division

EXHIBIT B-3

BILLING, PAYMENT AND SCHEDULE OF RATES

Applies to:

- Exhibit A-1
- Exhibit A-2
- Exhibit A-3
- Exhibit A-4
- Exhibit A-5-3
- Exhibit A-6
- Exhibit A-7
- Exhibit A-8
- Exhibit A-9
- Exhibit A-10
- Exhibit A-11

1. BILLING AND PAYMENT: Contractor shall bill County every two (2) weeks in arrears, in accordance with the terms, conditions and rates set forth below. All billings shall clearly reflect and provide reasonable detail of the services for which claim is made, including, but not limited to, type of services provided (e.g., autopsy technician, mammography, etc.), name of the person who provided services, date and hours worked, hourly rate, and any other charges or credits, as set forth in this Agreement.

Billings shall be made and forwarded to the appropriate County Facility and to the attention of the Expenditure Management Division every two (2) weeks. Upon receipt of a complete and correct billing, County shall pay Contractor within thirty (30) working days. Incorrect and/or discrepant billings, as determined by County, will be returned to Contractor for correction before payment is made.

2. PER DIEM PERSONNEL:

A. Definitions: For purposes of this Exhibit, "per diem personnel" shall mean those Contractor-referred personnel assigned to a County facility to provide services on a single shift on a single day. A "single shift" shall mean either an eight (8) hour shift, ten (10) hour shift or a twelve (12) hour shift,

depending on the shift scheduled by the County facility. Additionally, as used in this Agreement, the term "single day shift" shall refer to a insert # of hours shift worked between the hours of _____ and _____. A "single swing shift" shall refer to a insert # of hours shift worked between the hours of _____ and _____.

B. Per Diem Personnel Overtime: For Contractor-referred personnel assigned on a per diem basis, County shall pay overtime pay at one and one-half (1.5) times the hourly rates set forth herein for the first four (4) hours worked in excess of eight (8) hours per day, or for the first four (4) hours worked in excess of ten (10) hours per day, or for the first four (4) hours worked in excess of twelve (12) hours per day, depending on the shift scheduled by County. County shall pay two (2.0) times the hourly rate for all hours worked in excess of twelve (12) hours for those personnel assigned to an eight (8) hour shift or worked in excess of fourteen (14) hours for those personnel assigned to a ten (10) hour shift, or worked in excess of sixteen (16) hours for those personnel assigned to a twelve (12) hour shift.

Overtime shall not be worked in less than fifteen (15) minute increments and may not be billed for less than fifteen (15) minute increments. A fifteen (15) minute pay increment will be paid after eight (8) minutes of work are performed in a given fifteen (15) minute increment.

3. WEEKLY PERSONNEL:

A. Definitions: For purposes of this Exhibit, "Weekly Personnel" shall mean those Contractor-referred personnel assigned to a County facility on a weekly basis. A "weekly basis" shall mean a forty (40) hour work week comprised of five (5) consecutive days, eight (8) hours per day.

B. Weekly Personnel Overtime: For Contractor-referred personnel assigned on a weekly basis, County shall pay overtime pay at one and one-half (1.5) times the hourly rates set forth herein for the first eight (8) hours worked in excess of forty (40) hours per week on condition that the eight (8) hours are worked on the sixth (6th) consecutive day of work in a workweek. County shall pay two (2.0) times the hourly rate for all hours worked in excess of eight (8) hours on the sixth (6th) consecutive day of work in a workweek.

Overtime shall not be worked in less than fifteen (15) minute increments and may not be billed for less than fifteen (15) minute increments. A fifteen (15) minute pay increment will be paid after eight (8) minutes of work are performed in a given fifteen (15) minute increment.

C. Call-Back Services: Contractor-referred personnel assigned on a weekly basis, who are called back at any time during the week by County Facility, shall be billed at one and one-half (1.5) times the hourly rate only for those hours worked in excess of forty (40) hours. Call-back services lasting less than one (1) hour shall be billed at one (1) hour.

D. On-Call Services: "On-Call" is defined as off-site availability by pager and/or telephone, according to a pre-determined schedule between Contractor and the County Facility. If called in, the rates revert to the rates for scheduled nuclear medicine, ultrasound or EEG technicians services identified in Exhibit B-3. Contractor shall respond to such a page and/or telephone call within fifteen (15) minutes and ensure that the requested Nuclear Medicine, Ultrasound or EEG Technician personnel arrive at the County Facility as requested by the Facility's Director or his/her authorized designee. There shall be no guaranteed minimum number of hours of work for Contractor's Nuclear Medicine, Ultrasound or EEG Technician personnel.

4. MODIFICATION OF PERSONNEL STATUS: Contractor shall be permitted to modify the personnel status of personnel assigned to a County Facility subsequent to their assignment. However, personnel initially provided by Contractor on a "per diem" basis shall be billed and reimbursed as such even if scheduling changes initiated by the Contractor after the initial provision of the personnel result in such personnel being assigned to a County Facility on a weekly basis.

5. HOLIDAYS: Only the County holidays (from shift start on or after 7:00 a.m., on the morning of the holiday and ending on or before 7:00 a.m., the following day) listed below shall be billed at one and one-half (1.5) times the hourly rate.

New Year's Day*

Fourth of July

Memorial Day

Labor Day
Thanksgiving Day
Christmas Day**

No other holidays, whether recognized or created by the State, federal or County governments(s) during the term of this Agreement shall be considered County holidays.

*The official County holiday for New Year's Day for Calendar Year 2008 shall be January 1, 2008.

**The official County holiday for Christmas Day for Calendar Year 2007 shall be December 25, 2007.

6. GENERAL CONDITIONS:

A. County Facility shall request Contractors' personnel via FAX (or facsimile) on a County provided form substantially similar to Attachment I, attached hereto. Contractor shall provide, via return County facsimile form at least one (1) hour prior to start of assignment, a written verification to County Facility stating the following:

1) The classification of Contractor-referred staff requested by the County Facility, including a specific person's name in those cases where County Facility specifically requests an identifiable person.

2) The day, time and shift to be worked by each Contractor-referred staff, including the number of hours the person will be working (i.e., an eight (8), ten (10) or twelve (12) hour shift. Weekly personnel shall be identified as such; and

3) The name of Contractor's personnel taking the County Facility's request.

B. Contractor shall provide, for each employee presenting to County Facility for the first time, proof of the following: certifications/licenses, health clearances, background checks or assessments, in accordance with the provisions of this Agreement or any additional requirements of County Facility.

C. For per-diem staffing (i.e., non-traveler personnel) County Facility may change or cancel any request without incurring any financial liability upon providing Contractor with at least two (2) hours prior notice. In the event County

Facility changes or cancels an order with less than two (2) hours prior notice, County Facility shall pay Contractor an amount equivalent to four (4) hours of service.

If County facility requests personnel less than two (2) hours before the start of a shift, then County Facility shall be liable for the whole daily rate, provided the individual referred by Contractor arrives within two (2) hours of shift start. If the individual arrives later than two (2) hours of shift start, County Facility shall pay Contractor only for the actual hours (rounded up to the nearest hour) worked.

If County Facility requests personnel after a shift has commenced and the individual arrives within two (2) hours of the time County Facility placed the request with Contractor, then County Facility shall be liable for the time worked plus an additional two (2) hours. If the individual arrives after the two (2) hour time limit referenced above, then County Facility shall be liable only for the actual hours worked.

7. CONTRACTOR PROVIDED EQUIPMENT: Upon County Facility request, Contractor shall provide for use by its Electroencephalograph (EEG) Technician, EEG equipment necessary for the provision of EEG diagnostic services when any one of the following conditions exist, as determined by the County:

- A. County-owned equipment necessary for such treatment is malfunctioning.
- B. County-owned equipment necessary for such treatment is otherwise in use, or not available.
- C. Special medical needs of the patient require equipment not owned by County.

Contractor shall not be required to provide such equipment if same is unavailable to Contractor and if Contractor so notifies County Facility at the time County Facility's request is made. In the event Contractor is requested to, and does, provide equipment with its personnel for use in providing treatment, County shall pay Contractor the rate set forth therefore in this Exhibit "B-3".

Contractor may store its EEG equipment and supplies at a County Facility, providing storage space is available. For all Contractor provided EEG equipment, Contractor shall maintain and store EEG equipment and supplies in accordance with Joint Commission on Accreditation of Healthcare Organizations (hereafter "JCAHO"), Occupational Safety and Health Administration (hereafter "OSHA"), and Title 22 standards, and the County Facility's policies and procedures. Contractor shall provide a copy of Contractor's policies and procedures for the maintenance and storage of its EEG equipment and supplies to the County Facility for review and approval prior to the provision of services at the County Facility.

Each year, Contractor shall provide County Facility with an annual preventive maintenance schedule for the EEG equipment covered under this Agreement. Contractor shall include, as part of such annual preventative maintenance, requirements established by the County Facility for specific EEG equipment. In any event, Contractor shall ensure that Electroencephalograph equipment is maintained to minimum regulatory compliance standards.

8. HOURLY RATES: Contractor's rates for the services provided under this Agreement may be, upon mutual agreement between Contractor and County, less than, but shall not exceed the following:

<u>Exhibit A-1 Services</u>	<u>*Maximum Hourly Rates</u>
Licensed Audiologist	\$51.50
Audiology Assistant	\$37.08
Licensed Occupational Therapist	\$51.50
Certified Occupational Therapy Assistant	\$37.08
Licensed Physical Therapist	\$51.50
Licensed Physical Therapy Assistant	\$37.08
Licensed Speech Pathologist	\$51.50
Recreation Therapist	\$51.50
Recreation Therapy Assistant	\$37.08
Rehabilitation Therapy Tech/Aide	\$25.75

Exhibit A-2 Services**Rate Per Study**

Neurological Study Services (Neurological Testing)

EEG/EP Procedures (Routine)	\$103.00 per study for 51 plus studies/mo.
- for 40 to 50 studies/mo.	\$128.75 per study
- for 1 to 39 studies/mo.	\$154.50 per study
EEG/EP Procedures (Neonatal/NICU)	\$144.20 per study for 51 plus studies/mo.
- for 40 to 50 studies/mo.	\$169.95 per study
- for 1 to 39 studies/mo.	\$195.70 per study

Extended Studies

EEG/EP Procedures (Prolonged - 1 Hr. Additional)	\$144.00 per study
EEG/EP Procedures (Prolonged - 2 Hr. Additional)	\$118.40 per study
EEG/EP Procedures (STAT/On Call)	\$231.75 per study
EEG/EP Procedures (STAT/On Call 1 Hr. Additional)	\$272.95 per study
EEG/EP Procedures (STAT/On Call 2 Hr. Additional)	\$314.15 per study
No Show/No Call Patients (5 per month Maximum)	\$ 36.05 per study

Minimum number of studies scheduled per day is three (3), if less than three (3), there is a charge of \$70 for each study not performed but scheduled.

EEG/EP Procedures Electromyography (EMG) all	\$200.85 per study
Nerve Conduction Velocity Study (NCV)	\$200.85 per study

Exhibit A-3 Services**Maximum Hourly Rate**

Angiography Services	\$51.50
Computed Tomography Services	\$51.50
Echocardiography (Pediatric or Adult)	\$51.50
General Radiology (X-Ray) Services	\$36.05
Mammography Services	\$51.50
Nuclear Medicine Services	\$51.50

Radiation Therapy Services	\$51.50
Ultrasound Services	\$51.50
On-Call Services - (For Nuclear Medicine and Ultrasound Services Only)	\$3.25

Exhibit A-4 Services

Maximum Hourly Rate

Respiratory Care Practitioners (RCP II)	\$51.00
Respiratory Care Practitioners (RCP I)	\$42.00
Pediatric/Neonatal Care Services	\$48.25
Interim Permittee	\$38.00

Exhibit A-5-3 Services

Maximum Hourly Rate

Autopsy Technician	\$28.84
Cardiac Electro-diagnostic (ECG) Tech.	\$26.78
Dental Assistant	\$20.60
Electroencephalograph (EEG) Tech.	\$26.78
Electroencephalogram (EEG) Equipment	\$50.00 Per Procedure
Mortuary Technician/Aid	\$26.78
Radiation Oncology Physicist	\$82.40
Renal Dialysis Equipment Tech.	\$26.78
Pharmacist Manager	\$89.00 "Single Day Shift"
	\$92.00 "Single Swing Shift"
Pharmacist	\$79.00
Pharmacist Intern	\$25.00
Pharmacy Technician	\$19.04
Pharmacy Helper	\$16.48
On-Call Services - (For EEG Technician Services Only)	\$3.25

Exhibit A-6 Services

Maximum Case Rate

Mobile Lithotripsy	\$927.00 Each Case
--------------------	--------------------

Exhibit A-7 Services

Maximum Hourly Rate

Phlebotomy Service Supervisor	\$33.00
-------------------------------	---------

Phlebotomy Technician I	\$27.00
Phlebotomy Technician II	\$29.50
<u>Exhibit A-8 Services</u>	<u>Maximum Hourly Rate</u>
Psychiatric Social Worker I	\$47.22
Psychiatric Social Worker II	\$54.10
<u>Exhibit A-9 Services</u>	<u>Maximum Hourly Rate</u>
Tissue Analysis (Histology) Technician I	\$39.86
Tissue Analysis (Histology) Technician II	\$42.07
Tissue Analysis Technician (Histology) Supervisor I	\$44.86
Tissue Analysis Technician (Histology) Supervisor II	\$48.67
<u>Exhibit A-10 Services</u>	<u>Maximum Hourly Rate</u>
Clinical Laboratory Scientist I	\$52.00
Laboratory Assistant	\$22.00
<u>Exhibit A-11 Services</u>	<u>Maximum Hourly Rate</u>
Magnetic Resonance Imaging (MRI) Technologist	\$60.00

* Ten percent (10%) will be added to the above rates for temporary medical personnel who travel 50 miles or more, one way, to the job site at the High Desert Health System.

EXHIBIT A-5-3

DESCRIPTION OF SERVICES

(Temporary Autopsy Technician, Cardiac Electro-diagnostic Technician, Dental Assistant, Electroencephalograph Equipment, Electroencephalograph Technician, Mortuary Technician/Aid, Radiation Oncology Physicist, Renal Dialysis Equipment Technician, Pharmacy Manager, Pharmacist, Pharmacist Intern, Pharmacy Technician, and Pharmacy Helper Personnel Services)

1. **SERVICES TO BE PROVIDED:** Upon request, Contractor shall provide County Facility with the following temporary or as-needed personnel and/or equipment: Autopsy Technician; Cardiac Electro-diagnostic (ECG) Technician; Dental Assistant; Electroencephalograph (EEG) Equipment; Electroencephalograph (EEG) Technician; Mortuary Technician/Aid; Radiation Oncology Physicist; Renal Dialysis Equipment Technician; Pharmacy Manager; Pharmacist; Pharmacist Intern; Pharmacy Technician; and Pharmacy Helper.

Contractor agrees to provide, upon advance notice, such services on a seven (7) days per week, twenty-four (24) hours per day basis. All such services shall be provided in accordance with the specific terms and conditions contained in this Exhibit and shall be billed at the rates and in accordance with the billing and payment procedures described in Exhibit B-3.

Temporary or as-needed personnel who agree to provide services through Contractor hereunder shall be responsible for any and all duties within their specialty, as authorized by County Facility's medical staff or administration.

2. **PERSONS TO BE SERVED:** Contractor's personnel shall provide services to inpatients and/or outpatients of County Facility and shall be limited to those services requested by the patient's attending physician, dentist or, in the case of services that are not specifically provided to an individual patient, by County Facility's Administrator.

3. **PERSONNEL:** All Contractor-referred personnel performing services at acute care County Facilities hereunder shall have a minimum of one (1) year

experience in an acute care facility within thirty-six (36) months of their referral hereunder.

At County's sole option and only with County's written approval, County may accept Contractor-referred personnel with less than one (1) year acute care facility experience at a reduced hourly rate. Written approval hereunder, shall be in the form of a letter to Contractor from County Facility listing the name(s) of the person(s) referred by Contractor and shall clearly state County Facility's acceptance of said person(s) for work at County Facility. The reduced hourly rate shall be computed as follows: the hourly rate as listed in Exhibit B-3, less twenty-five percent (25%).

3.1 All Contractor-assigned personnel performing Pharmacy Technician services at acute care County Facilities shall obtain Pharmacy Technician Certification Board (PTCB) national certification within one hundred eighty (180) days of assignment to County Facilities. Evidence of such certification shall be maintained in accordance with Paragraph 7.A, TEMPORARY PERSONNEL'S PROFESSIONAL QUALIFICATIONS, Licenses, Registrations and Certificates, of this Agreement.

EXHIBIT A-9

DESCRIPTION OF SERVICES

(Temporary Tissue Analysis Technician Personnel - Tissue Analysis [Histology] Technician I and II, Tissue Analysis [Histology] Technician Supervisor I and II)

1. SERVICES TO BE PROVIDED: Upon request, Contractor shall provide County Facility with the following temporary or as-needed personnel: Tissue Analysis (Histology) Technician I and II and Tissue Analysis (Histology) Technician Supervisor I and II.

Contractor agrees to provide, upon advance notice, such services on a seven (7) days per week, twenty-four (24) hours per day basis. All such services shall be provided in accordance with the specific terms and conditions contained in this Exhibit and shall be billed at the rates and in accordance with the billing and payment procedures described in Exhibit B-3.

Temporary or as-needed personnel who agree to provide services through Contractor hereunder shall be responsible for any and all duties within their specialty, as authorized by County Facility's medical staff or administration.

2. PERSONS TO BE SERVED: Contractor's personnel shall provide services to inpatients and/or outpatients of County Facility and shall be limited to services requested by the patient's attending physician.

3. PERSONNEL: Histology Technician I personnel performing services at acute care County Facilities hereunder shall have a minimum of two (2) years experience in an acute care facility within thirty-six (36) months of their referral hereunder.

Histology Technician II personnel shall have a minimum of six (6) months experience at the level of a Histology Technician II in an acute care facility within thirty-six (36) months of their referral hereunder.

Histology Technician Supervisor I personnel shall have a minimum of two (2) years experience at the level of a Histology Technician Supervisor I in an acute care facility within thirty-six (36) months of their referral hereunder.

Histology Technician Supervisor II personnel shall have a minimum of six (6) months experience at the level of a Histology Technician Supervisor II in an acute care facility within thirty-six (36) months of their referral hereunder.

At County's sole option and only with County's written approval, County may accept Contractor-referred personnel with less than the above prescribed acute care facility experience at a reduced hourly rate. Written approval hereunder, shall be in the form of a letter to Contractor from County Facility listing the name(s) of the person(s) referred by Contractor and shall clearly state County Facility's acceptance of said person(s) for work at County Facility. The reduced hourly rate shall be computed as follows: the hourly rate as listed in Exhibit B-3, less twenty five percent (25%).

AMENDCD4330.JCA
9/18/07

EXHIBIT A-10

DESCRIPTION OF SERVICES

(Temporary Laboratory Personnel - Clinical Laboratory Scientist I, Laboratory Assistant)

1. SERVICES TO BE PROVIDED: Upon request, Contractor shall provide County Facility with the following temporary or as-needed personnel: Blood Gas Laboratory Technician I and II, Clinical Laboratory Scientist I, Laboratory Assistant.

Contractor agrees to provide, upon advance notice, such services on a seven (7) days per week, twenty-four (24) hours per day basis. All such services shall be provided in accordance with the specific terms and conditions contained in this Exhibit and shall be billed at the rates and in accordance with the billing and payment procedures described in Exhibit B-3.

Temporary or as-needed personnel who agree to provide services through Contractor hereunder shall be responsible for any and all duties within their specialty, as authorized by County Facility's medical staff or administration.

2. PERSONS TO BE SERVED: Contractor's personnel shall provide services to inpatients and/or outpatients of County Facility and shall be limited to services requested by the patient's attending physician.

3. PERSONNEL: Clinical Laboratory Scientist I personnel performing services at acute care County Facilities hereunder shall have a minimum of two (2) years experience in an acute care facility within thirty-six (36) months of their referral hereunder, and must have a current, valid Clinical Laboratory Scientist license or Clinical Laboratory Specialist license issued by the State of California Department of Health Services.

Laboratory Assistant personnel performing services at acute care County Facilities hereunder shall have a minimum of two (2) years experience in an acute care facility within thirty-six (36) months of their referral hereunder.

At County's sole option and only with County's written approval, County may accept Contractor-referred personnel with less than the above prescribed acute care facility experience at a reduced hourly rate. Written approval hereunder, shall be in the form of a letter to Contractor from County Facility listing the name(s) of the person(s)

referred by Contractor and shall clearly state County Facility's acceptance of said person(s) for work at County Facility. The reduced hourly rate shall be computed as follows: the hourly rate as listed in Exhibit B-3, less twenty five percent (25%).

AMENDCD4330.JCA

9/18/07

EXHIBIT A-11

DESCRIPTION OF SERVICES

(Temporary Magnetic Resonance Imaging (MRI) Technology Personnel - Magnetic Resonance Imaging (MRI) Technologist)

1. SERVICES TO BE PROVIDED: Upon request, Contractor shall provide County Facility with the following temporary or as needed personnel: Magnetic Resonance Imaging (MRI) Technologist.

Contractor agrees to provide, upon advance notice, such services on a seven (7) days per week, twenty-four (24) hours per day basis. All such services shall be provided in accordance with the specific terms and conditions contained in this Exhibit and shall be billed at the rates and in accordance with the billing and payment procedures described in Exhibit B-3.

Temporary or as-needed personnel who agree to provide services through Contractor hereunder shall be responsible for any and all duties within their specialty, as authorized by County Facility's medical staff or administration.

2. PERSONS TO BE SERVED: Contractor's personnel shall provide services to inpatients and/or outpatients of County Facility and shall be limited to services requested by the patient's attending physician.

3. PERSONNEL: MRI Technologist personnel performing services at acute care County Facilities hereunder shall have a minimum of one (1) year experience as a MRI Technologist in an acute care facility within thirty-six (36) months of their referral hereunder.

At County's sole option and only with County's written approval, County may accept Contractor-referred personnel with less than one (1) year acute care facility experience at a reduced hourly rate. Written approval hereunder, shall be in the form of a letter to Contractor from County Facility listing the name(s) of the person(s) referred by Contractor and shall clearly state County Facility's acceptance of said person(s) for work at County Facility. The reduced hourly rate shall be computed as follows: the hourly rate as listed in Exhibit B-3, less twenty five percent (25%).