Health Services
LOS ANGELES COUNTY

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

30 JUNE 9, 2010

SACHI A. HAMAI
EXECUTIVE OFFICER

Los Angeles County
Board of Supervisors

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John F. Schunhoff, Ph.D.
Interim Director

Gail V. Anderson, Jr., M.D.
Interim Chief Medical Officer

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June 09, 2010

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 AMENDMENTS TO A MEDICAL SERVICES AGREEMENT AND THREE DIAGNOSTIC AND THERAPEUTIC AGREEMENTS (5th SUPERVISORIAL DISTRICT) (3 VOTES)

SUBJECT

Request approval of amendments to extend one medical services agreement for obstetrical physician services, and three diagnostic and therapeutic services agreements with various contractors for the High Desert Health System.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Interim Director of Health Services (Interim Director), or his designee, to execute Amendment No. 9 to Medical Services Agreement No. H-700737 with Samy F. Farid, M.D., Inc. (Farid, Inc.), effective upon Board approval, to extend the term of the Agreement for the period July 1, 2010 through June 30, 2011, for the continued provision of obstetrical and gynecological (OB/GYN) services at Antelope Valley Hospital (AVH) and Antelope Valley Health Center (AVHC) for the High Desert Health System (HDHS), at the same rates of payment, with a contract maximum compensation of $280,000 for the 12-month extended term.

2. Authorize the Interim Director, or his designee, to execute Amendment No. 7 to Agreement No. H-210777 with Lancaster Cardiology Medical Group (Lancaster), Amendment No. 8 to Agreement No. H-210778 with Valley Tumor Radiation Medical Group (Valley Tumor), and Amendment No. 8 to Agreement

No. H-210779 with RadNet Management, Inc. (RadNet), effective upon Board approval, to extend the term of each Agreement for the period of July 1, 2010 through June 30, 2011, for the continued provision of diagnostic, therapeutic and nuclear medicine services for patients at HDHS, at the same rates of payment, and increase the contract sum for each Agreement during the extended term by $210,000 for Lancaster, $137,000 for Valley Tumor and $360,000 for RadNet.

3. Delegate authority to the Interim Director, or his designee, to further extend the term of the diagnostic and therapeutic Agreements, on a month-to-month basis not to exceed six months, effective July 1, 2011 through December 31, 2011, at the same rates of payment, for an increase in the contract sum for each Agreement during the extended period of $105,000 for Lancaster, $68,500 for Valley Tumor and $180,000 for RadNet, subject to review and approval by the Chief Executive Office and Office of County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Obstetrical Physician Services

Approval of the first recommendation will allow the Interim Director, or his designee, to execute an Amendment, substantially similar to Exhibit I, to extend the term of the Agreement with Farid, Inc. for one year to provide uninterrupted critical prenatal and obstetrical delivery services to the patients served by HDHS. The current Agreement is slated to expire on June 30, 2010.

The Department of Health Services (Department or DHS) has experienced difficulty with the recruitment and retention of qualified OB/GYN physicians. The approval of this Amendment will continue the provision of prenatal care and obstetrical delivery services to low-income, uninsured and high-risk women, as well as ensure the availability of emergency OB/GYN services to Community Health Plan (CHP) enrollees in the Antelope Valley (AV) area.

On March 22, 2010, the Department released a Request for Information (RFI) to assess the level and number of interested and qualified agencies in the private sector available to provide OB/GYN services to the AV area. The deadline for the submission of responses was April 22, 2010. There were two responses received, one from the current contractor and one from another agency. The Department is currently reviewing the responses to determine if a formal solicitation is necessary. If an OB/GYN provider is selected during this extension period, DHS will return to your Board for approval of a new agreement and request a termination of the current agreement, if necessary.

Diagnostic and Therapeutic Services

Approval of the second recommendation will allow the Interim Director, or his designee, to execute three Amendments, substantially similar to Exhibits II, III, and IV, to extend the term of each Agreement for one year with a month-to-month extension for up to six months, to provide uninterrupted diagnostic and therapeutic services for patients served by HDHS. The current Agreements are slated to expire on June 30, 2010.

In an effort to identify other potential providers of these services, the Department released a RFI on March 15, 2010. The responses were due on April 12, 2010. Based on a review of the RFI responses, it appears that there is a level of interest in the private sector to provide these services. As a result, the Department has determined that three Requests for Proposal (RFP) are necessary to

solicit responses for nuclear medicine, cardiology imaging and radiation therapy oncology contract services.

The third recommendation will delegate authority to the Interim Director, or his designee, to extend the contract terms for the diagnostic and therapeutic Agreements, on a month-to-month basis not to exceed six months, to allow the additional time necessary to complete the open competitive solicitation process for diagnostic and therapeutic services.

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

The rates of payment remain the same for all Agreements during the recommended extension period.

The maximum compensation of the Agreement with Farid, Inc. for the period of July 1, 2010 through June 30, 2011 will be increased by $280,000, which will bring the total maximum compensation from $1,091,859 to $1,371,859.

The maximum contract sum for each Agreement for diagnostic and therapeutic services for the period of July 1, 2010 through June 30, 2011 will increase by $210,000 for Lancaster, for a maximum sum of $892,500; $137,000 for Valley Tumor, for a maximum sum of $807,250; and $360,000 for RadNet, for a maximum sum of $1,327,500. These increases result in a total maximum contract sum of $3,027,250 for the period of July 1, 2010 through June 30,2011. Attachment A provides additional details.

The maximum contract sum including the month-to-month extensions, effective July 1, 2011 to December 31, 2011, is $997,500 for Lancaster, an increase of $105,000; $875,750 for Valley Tumor, an increase of $68,500; and $1,507,500 for RadNet, an increase of $180,000. The additional month-to-month extensions bring the final total maximum contract sum to $3,380,750.

Funding is included in the FY 2010-11 Budget and will be requested in future fiscal years as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Obstetrical Physician Services

Since 2004, the County has contracted with Farid, Inc. to provide on-site prenatal and postpartum care at AVHC and off-site OB/GYN services to County registered patients at AVH. In 2007, your Board approved an amendment which expanded the provision of OB/GYN services to include County registered patients who are CHP members admitted and treated at AVH, but who were not previously treated at AVHC for prenatal care; and approved on-call coverage for services provided at AVH to indigent patients.

Diagnostic and Therapeutic Services

Since 1999, the County has contracted for diagnostic and therapeutic services with various service providers in the AV area. The Agreements cover routine and emergency diagnostic and therapeutic services, including nuclear cardiology diagnostic procedures, radiation therapy and radiation physics, mammography studies, ultrasound and nuclear medicine studies, and other treatment procedures.

From 2000 through 2009, your Board approved amendments which extended the Agreement terms and continued the provision of services that include diagnostic therapeutic services that cover routine and emergency services, including mammography, ultrasound and nuclear medicine studies.

All Agreements

County Counsel has determined that the Agreements are exempt from Proposition A contracting guidelines due to 1) the continuing shortage of qualified OB/GYN physicians in the AV area, 2) County staff not being able to adequately perform the diagnostic and therapeutic services, and 3) difficulty in recruiting and retaining qualified personnel to perform diagnostic and therapeutic services in the AV for the period of time the services are needed.

The termination provisions of each Agreement allow for termination immediately for breach or for convenience with a 30-day advance written notice by either party.

All of the latest Board mandated provisions are included in the recommended Obstetrical Physician Services and Diagnostic and Therapeutic Services extension amendment formats.

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

CONTRACTING PROCESS

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the recommended actions will ensure the continued provision of critically needed obstetrical physician, and diagnostic and therapeutic services for County patients in the AV.

Respectfully submitted,

JOHN F. SCHUNHOFF, Ph.D.
Interim Director

JFS:ms

Enclosures

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

Attachment A

DIAGNOSTIC AND THERAPEUTIC AGREEMENTS

SUMMARY OF FISCAL IMPACT/FINANCING

Contractor	Current Maximum 04/01/07 to 06/30/10	Increase for 07/01/10 to 06/30/11	Maximum 04/01/07 to 06/30/11	Potential Increase for 07/01/11 to 12/31/11	Total Maximum 04/01/07 to 12/31/11
Lancaster	$682,500	$210,000	$892,500	$105,000	$997,500
RadNet	$967,500	$360,000	$1,327,500	$180,000	$1,507,500
Valley Tumor	$670,250	$137,000	$807,250	$68,500	$875,750
Total	**$2,320,250**	**$707,000**	**$3,027,250**	**$353,500**	**$3,380,750**

Contract No. H-700737

MEDICAL SERVICES AGREEMENT

Obstetrical Services – Antelope Valley Area

Amendment No. 9

THIS AMENDMENT is made and entered into this_____ day of _____, 2010,

by and between	COUNTY OF LOS ANGELES (hereafter "County")
and	SAMY F. FARID, M.D., INC. (hereafter "Contractor")

WHEREAS, reference is made to that certain document entitled "MEDICAL SERVICES AGREEMENT (Obstetrical Services – Antelope Valley Area)", dated November 9, 2004, and further identified as County Agreement No. H-700737, and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend the term of the Agreement; 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 agree as follows:

1. This Amendment shall become effective upon Board of Supervisors approval.

2. TERM AND TERMINATION, Paragraph 1, Subparagraph A, of the body of this Agreement shall be deleted in its entirety and replaced with the following:

"1. TERM AND TERMINATION:

A. The term of this Agreement shall commence on the date of Board approval and shall continue in full force and effect to and including June 30, 2005. Thereafter, this Agreement may be renewed for successive one (1) year renewal periods, for a total of six (6) years, without further action

by the parties hereto, to expire on June 30, 2011, unless the desire of either party to terminate this Agreement is given in writing to the other party not less than ninety (90) days prior to the expiration of the initial or any successive term. All provisions of the Agreement in effect on the date the term commences shall remain in effect for the duration of the period of extension. In any event, either party may terminate this Agreement at any time, for any reason, with or without cause, by providing at least ninety (90) calendar days' prior written notice thereof to the other party. "

3. COMPENSATION, Paragraph 4, Subparagraph E, Maximum Compensation, of the body of this Agreement shall be amended to read as follows:

"4. COMPENSATION:

E. Maximum Compensation: During the term of this Agreement, effective November 4, 2004 through June 30, 2011 the maximum obligation of County for Contractor's performance hereunder shall not exceed One Million, Three Hundred Seventy One Thousand, Eight Hundred Fifty-Nine Dollars ($1,371,859). The maximum compensation for any twelve (12) month period shall not exceed Two Hundred Eighty Thousand Dollars ($280,000)."

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

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

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

COUNTY OF LOS ANGELES

By _____
John F. Schunhoff, Ph.D.
Interim Director of Health Services

SAMY F. FARID, MD, INC.
Contractor

By _____
Signature

_____
Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM:
BY THE OFFICE OF THE COUNTY COUNSEL

_____

DIAGNOSTIC AND THERAPEUTIC SERVICES AGREEMENT

Amendment No. 8

THIS AMENDMENT is made and entered into this_____ day of _____, 2010,

by and between	COUNTY OF LOS ANGELES (hereafter "County")
and	RADNET MANAGEMENT, INC. (hereafter "Contractor")

WHEREAS, reference is made to that certain document entitled "DIAGNOSTIC AND THERAPEUTIC SERVICES AGREEMENT", dated March 30, 1999, and further identified as County Agreement No. H-210779, and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend the term of the Agreement; and

WHEREAS, the Contract 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 agree as follows:

1. This Amendment shall become effective upon Board of Supervisors approval.

2. Paragraph 1, TERM AND TERMINATION, of Agreement shall be deleted in its entirety and replaced with the following:

"1. TERM AND TERMINATION: The term of this Agreement shall commence on April 1, 2007, and shall continue in full force and effect to and including June 30, 2011, unless terminated sooner pursuant to the terms of this Agreement.

The term of this Agreement may be extended by Director of Health Services beyond the stated expiration date of June 30, 2011, on a month-to-

month basis, for a period of time not to exceed six months effective July 1, 2011 through December 31, 2011, subject to the availability of federal, State, or County funding sources, and upon mutual written agreement of the parties. If such funding is not forthcoming, this Agreement shall terminate June 30, 2011. All provisions of the Agreement in effect on the date the term commences shall remain in effect for the duration of the period of extension.

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

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

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

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

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

3. BILLING AND PAYMENT, Paragraph 4, Subsection A., Contract Sum, and Subsection B., Maximum Obligation of County, of the body of the Agreement shall be amended to read as follows:

"A. Contract Sum: The Contract Sum under this Agreement shall be the total monetary amount payable by the County to Contractor for supplying all the tasks, sub-tasks, deliverables, goods, services and other work requested and specified under this Agreement. All work completed by Contractor must be approved in writing by County. If County does not approve work in writing, no

payment shall be due to Contractor for that work. The Contract Sum for the period April 1, 2007 through June 30, 2010, including all applicable taxes, authorized by County hereunder shall not exceed Nine Hundred Sixty Seven Thousand, Five Hundred Dollars ($967,500).

The Contract Sum for the period July 1, 2010 through June 30, 2011, including all applicable taxes, authorized by County hereunder shall not exceed Three Hundred Sixty Thousand Dollars ($360,000). If funding is available for this Agreement for an additional month-to-month extension to a maximum of six (6) months, effective July 1, 2011 through December 31, 2011, the total Contract Sum shall not exceed One Hundred Eighty Thousand Dollars ($180,000).

B. Maximum Obligation of County: During the term of this Agreement, effective April 1, 2007 through December 31, 2011, the maximum obligation of County for Contractor's performance hereunder shall not exceed One Million, Five Hundred Seven Thousand, Five Hundred Dollars ($1,507,500)."

4. Paragraph 13, CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, shall be added to the body of the AGREEMENT as follows:

"13. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

A. Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

B. Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles Code Chapter 2.206."

5. Paragraph 14, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, shall be added to the body of the AGREEMENT as follows:

"14. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Sub-paragraph 13 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default 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 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206."

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

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

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

COUNTY OF LOS ANGELES

By _____
John F. Schunhoff, Ph.D.
Interim Director of Health Services

RADNET MANAGEMENT, INC.
Contractor

By _____
Signature

_____
Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM:
BY THE OFFICE OF THE COUNTY COUNSEL

_____

DIAGNOSTIC AND THERAPEUTIC SERVICES AGREEMENT

Amendment No. 7

THIS AMENDMENT is made and entered into this_____ day of _____, 2010,

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

and LANCASTER CARDIOLOGY MEDICAL GROUP (hereafter "Contractor")

WHEREAS, reference is made to that certain document entitled "DIAGNOSTIC AND THERAPEUTIC SERVICES AGREEMENT", dated March 30, 1999, and further identified as County Agreement No. H-210777, and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend the term of the Agreement; 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 agree as follows:

1. This Amendment shall become effective upon Board of Supervisors approval.

2. Paragraph 1, TERM AND TERMINATION, of Agreement shall be deleted in its entirety and replaced with the following:

"1. TERM AND TERMINATION: The term of this Agreement shall commence on April 1, 2007, and shall continue in full force and effect to and including June 30, 2011, unless terminated sooner pursuant to the terms of this Agreement.

The term of this Agreement may be extended by Director of Health Services beyond the stated expiration date of June 30, 2011, on a month-to-

month basis, for a period of time not to exceed six months effective July 1, 2011 through December 31, 2011, subject to the availability of federal, State, or County funding sources, and upon mutual written agreement of the parties. If such funding is not forthcoming, this Agreement shall terminate June 30, 2011. All provisions of the Agreement in effect on the date the term commences shall remain in effect for the duration of the period of extension.

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

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

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

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

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

3. BILLING AND PAYMENT, Paragraph 4, Subsection A., Contract Sum, and Subsection B., Maximum Obligation of County, of the body of the Agreement shall be amended to read as follows:

"A. Contract Sum: The Contract Sum under this Agreement shall be the total monetary amount payable by the County to Contractor for supplying all the tasks, sub-tasks, deliverables, goods, services and other work requested and specified under this Agreement. All work completed by Contractor must be approved in writing by County. If County does not approve work in writing, no

payment shall be due to Contractor for that work. The Contract Sum for the period April 1, 2007 through June 30, 2010, including all applicable taxes, authorized by County hereunder shall not exceed Six Hundred Eighty Two Thousand, Five Hundred Dollars ($682,500).

The Contract Sum for the period July 1, 2010 through June 30, 2011, including all applicable taxes, authorized by County hereunder shall not exceed Two Hundred Ten Thousand Dollars ($210,000). If funding is available for this Agreement for an additional month-to-month extension to a maximum of six (6) months, effective July 1, 2011 through December 31, 2011, the total Contract Sum shall not exceed One Hundred Five Thousand Dollars ($105,000).

B. Maximum Obligation of County: During the term of this Agreement, effective April 1, 2007 through December 31, 2011, the maximum obligation of County for Contractor's performance hereunder shall not exceed Nine Hundred Ninety Seven Thousand, Five Hundred Dollars ($997,500)."

4. Paragraph 13, CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, shall be added to the body of the AGREEMENT as follows:

"13. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

A. Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

B. Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles Code Chapter 2.206."

5. Paragraph 14, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, shall be added to the body of the AGREEMENT as follows:

"14. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Sub-paragraph 13 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default 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 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206."

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

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

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

COUNTY OF LOS ANGELES

By _____
John F. Schunhoff, Ph.D.
Interim Director of Health Services

LANCASTER CARDIOLOGY
MEDICAL GROUP
Contractor

By _____
Signature

_____
Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM:
BY THE OFFICE OF THE COUNTY COUNSEL

_____

DIAGNOSTIC AND THERAPEUTIC SERVICES AGREEMENT

Amendment No. 8

THIS AMENDMENT is made and entered into this_____ day of _____, 2010,

by and between	COUNTY OF LOS ANGELES (hereafter "County")
and	VALLEY TUMOR RADIATION MEDICAL GROUP (hereafter "Contractor")

WHEREAS, reference is made to that certain document entitled "DIAGNOSTIC AND THERAPEUTIC SERVICES AGREEMENT", dated March 30, 1999, and further identified as County Agreement No. H-210778, and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend the term of the Agreement; 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 agree as follows:

1. This Amendment shall become effective upon Board of Supervisors approval.

2. Paragraph 1, TERM AND TERMINATION, of Agreement shall be deleted in its entirety and replaced with the following:

"1. TERM AND TERMINATION: The term of this Agreement shall commence on April 1, 2007, and shall continue in full force and effect to and including June 30, 2011, unless terminated sooner pursuant to the terms of this Agreement.

The term of this Agreement may be extended by Director of Health Services beyond the stated expiration date of June 30, 2011, on a month-to-

month basis, for a period of time not to exceed six months effective July 1, 2011 through December 31, 2011, subject to the availability of federal, State, or County funding sources, and upon mutual written agreement of the parties. If such funding is not forthcoming, this Agreement shall terminate June 30, 2011. All provisions of the Agreement in effect on the date the term commences shall remain in effect for the duration of the period of extension.

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

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

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

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

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

3. BILLING AND PAYMENT, Paragraph 4, Subsection A., Contract Sum, and Subsection B., Maximum Obligation of County, of the body of the Agreement shall be amended to read as follows:

"A. Contract Sum: The Contract Sum under this Agreement shall be the total monetary amount payable by the County to Contractor for supplying all the tasks, sub-tasks, deliverables, goods, services and other work requested and specified under this Agreement. All work completed by Contractor must be approved in writing by County. If County does not approve work in writing, no

payment shall be due to Contractor for that work. The Contract Sum for the period April 1, 2007 through June 30, 2010, including all applicable taxes, authorized by County hereunder shall not exceed Six Hundred Seventy Thousand, Two Hundred Fifty Dollars ($670,250).

The Contract Sum for the period July 1, 2010 through June 30, 2011, including all applicable taxes, authorized by County hereunder shall not exceed One Hundred Thirty Seven Thousand Dollars ($137,000). If funding is available for this Agreement for an additional month-to-month extension to a maximum of six (6) months, effective July 1, 2011 through December 31, 2011, the total Contract Sum shall not exceed Sixty Eight Thousand, Five Hundred Dollars ($68,500).

B. Maximum Obligation of County: During the term of this Agreement, effective April 1, 2007 through December 31, 2011, the maximum obligation of County for Contractor's performance hereunder shall not exceed Eight Hundred Seventy Five Thousand, Seven Hundred Fifty Dollars ($875,750)."

4. Paragraph 13, CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, shall be added to the body of the AGREEMENT as follows:

"13. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

A. Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

B. Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles Code Chapter 2.206."

5. Paragraph 14, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, shall be added to the body of the AGREEMENT as follows:

"14. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Sub-paragraph 13 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default 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 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206."

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

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

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

COUNTY OF LOS ANGELES

By _____
John F. Schunhoff, Ph.D.
Interim Director of Health Services

VALLEY TUMOR RADIATION
MEDICAL GROUP
Contractor

By _____
Signature

_____
Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM:
BY THE OFFICE OF THE COUNTY COUNSEL

_____