Health Services
LOS ANGELES COUNTY

Los Angeles County Board of Supervisors

Hilda L. Solis
First District

Mark Ridley-Thomas
Second District

Sheila Kuehl
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

Mitchell H. Katz, M.D.
Director

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

Christina R. Ghaly, M.D.
Chief Operations Officer

313 N. Figueroa Street, Suite 912
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www.dhs.lacounty.gov

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

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August 26, 2016

TO: Supervisor Hilda L. Solis, Chair
Supervisor Mark Ridley-Thomas
Supervisor Sheila Kuehl
Supervisor Don Knabe
Supervisor Michael D. Antonovich

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

SUBJECT: NOTIFICATION OF DEPARTMENT OF HEALTH SERVICES' USE OF DELEGATED AUTHORITY TO AMEND PROPOSITION A AGREEMENT FOR ONSITE DOCUMENT SCANNING

This is to advise the Board that the Department of Health Services (DHS) has exercised its delegated authority, approved by the Board on May 19, 2015 (attached), authorizing the Director of Health Services, or his authorized designee, to execute an Amendment to the Proposition A (Prop A) Onsite Document Scanning Services Agreement with Caban Resources, LLC (Caban) to extend the Agreement term for one year and increase the Maximum Agreement Sum by no more than $2,231,685 in conjunction with the extension, subject to review and approval by County Counsel and notification to the Board and Chief Executive Office.

In addition, the executed Amendment amends the rates and Living Wage Program provisions in accordance with the delegated authority given to department heads on December 1, 2015 when the Board adopted an Ordinance amending the Living Wage Ordinance, Los Angeles County Code Chapter 2.201. While an increase to the rates paid to Caban for services was necessary to offset increased contract labor costs, the increase in the Maximum Agreement Sum in conjunction with the extension was $1,321,538, which is less than the maximum increase the Board had approved on May 19, 2015. This is due to a decrease in usage of the Agreement as a result of the final implementation of DHS' Online Real-Time Clinical Health Information Database (ORCHID), which reduced the need for document scanning services. The continuation of contracting under Prop A requirements for the provision of Onsite Document Scanning Services has been determined to be cost-effective by DHS. In accordance with County Fiscal Manual Section 12.2.2, further review and approval of

the cost analysis by the Auditor-Controller was not performed because the increase to the Maximum Agreement Sum was not ten percent or more than the annual Maximum Agreement Sum.

County Counsel reviewed and approved the Amendment as to form.

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

MHK:es

Attachment

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

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May 19, 2015

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

19 May 19, 2015

PATRICK OGAWA
ACTING EXECUTIVE OFFICER

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 TO AMEND THE ON-SITE DOCUMENT SCANNING SERVICES AGREEMENT
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)

SUBJECT

Approval to amend the Proposition A Agreement with Caban Resources, LLC to make on-site document scanning services available to all Department of Health Services medical facilities, extend the term, and increase the Maximum Agreement Sum.

IT IS RECOMMENDED THAT THE BOARD:

1. Make a finding pursuant to Los Angeles County Code Section 2.121.420 that on-site document scanning services (Scanning Services), as described herein, continue to be performed more economically by an independent contractor.

2. Instruct the Mayor to execute Amendment No. 7 to Agreement No. 77273 with Caban Resources, LLC (Caban), effective upon Board approval to: (i) extend the term of the Agreement for the period July 1, 2015 through June 30, 2016 with an option to further extend the Agreement for one year; and (ii) increase the Maximum Agreement Sum by $2,231,685 for the period July 1, 2015 through June 30, 2016 for the provision of Scanning Services at Department of Health Services (DHS) medical facilities (Facilities).

3. Delegate authority to the Director of Health Services (Director), or his designee, to execute an amendment to the Agreement to: (1) extend the term for the additional one-year period, for a potential term through June 30, 2017 and (2) increase the Maximum Agreement Sum by no more than $2,231,685 for the period July 1, 2016 through June 30, 2017 in conjunction with exercising the aforementioned delegated authority, subject to prior review and approval by County Counsel and notification to the Board and Chief Executive Office (CEO).

4. Delegate authority to the Director or his designee, to execute amendments to: (i) authorize additional as needed services; and (ii) to increase, as needed, the County's Maximum Agreement Sum going forward under the Agreement by an amount not to exceed ten percent of the annual agreement maximum of $2,231,685 for each of the periods July 1, 2015 through June 30, 2016 and July 1, 2016 through June 30, 2017, if the delegated authority to further extend the Agreement is exercised.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the first recommendation is necessary to comply with Los Angeles County Code Section 2.121.420. Contracting under Proposition A (Prop A) requirements for the provision of Scanning Services has been determined to be cost-effective by the DHS and the Auditor-Controller (A-C). Attachment A provides the cost analysis.

Approval of the second recommendation will allow the Mayor to execute an amendment to the Agreement with Caban, Exhibit I, for performance of services associated with scanning of paper medical records into the DHS' electronic document management system, Quantim Electronic Data Management (Quantim). To facilitate a smooth implementation of the electronic medical records environment with the Online Real-Time Clinical Health Information Database (ORCHID), Facilities must digitize the paper medical records into Quantim, which will then be transferred into ORCHID during the implementation process. Once ORCHID has been implemented at a respective Facility, scanning of paper medical records will continue for approximately six months to a year to provide caregivers the patient's historical clinic information for continuity of care visits, as well as to reduce the number of paper records retained on-site at the respective Facility. Such records will be scanned directly into ORCHID. DHS anticipates full implementation of ORCHID by June 1, 2016. The extension of the Agreement is necessary due to a lack of sufficient DHS resources available to work on this medical records scanning project.

Approval of the third recommendation will allow the Director to exercise the option to extend the term of the Agreement for one additional year through June 30, 2017. In compliance with Los Angeles County Code Section 2.121.300, the Agreement contains an express delegation of this authority to the Director. Approval of this recommendation will also allow the Director to increase the Maximum Agreement Sum in conjunction with the extension of the term. This requested extension is to account for any unforeseen delays in ORCHID implementation and to allow for continued Scanning Services post-ORCHID implementation until such scanning volume is at a level that can be accomplished with DHS resources.

Approval of the fourth recommendation will allow the Director to address any unforeseen needs to increase the number of temporary staff Caban provides at Facilities, on condition that the cost does not exceed ten percent of the new annual agreement maximum. Approval of this recommendation will allow for these potential annual increases to the total Maximum Agreement Sum.

Approval of the recommended actions will allow for the continued provision of needed Scanning Services at DHS Facilities. The existing Agreement expires on June 30, 2015.

Implementation of Strategic Plan Goals

The recommended actions support Goal 1, Operational Effectiveness/Fiscal Sustainability of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The County's estimated cost for FY 2015-16 is $2,231,685. This funding will sustain the provision of Scanning Services at Facilities based on the same hourly rates currently reflected in the Agreement through June 30, 2016.

The Department has prepared the cost analysis for the total cost of the Agreement from July 1, 2015 through June 30, 2016, for Scanning Services at its Facilities, in accordance with Auditor-Controller (A-C) guidelines and methodologies, and determined that the addition of these services is cost-effective. The Scanning Services Agreement under the Prop A exception to the civil service requirement to use County employees will save the County approximately $1,281,034, a savings of 36.5 percent.

The A-C reviewed and approved the Department's cost analysis for the extension period amount of $2,231,685 with the same hourly rates.

Funding is included in DHS Fiscal Year (FY) 2015-16 Recommended Budget and will be requested in future fiscal years as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Caban currently provides Scanning Services, which includes scanning medical record documents directly into Quantim and, for the Facilities where ORCHID has been implemented, directly into ORCHID.

The Agreement may be terminated for convenience by the County upon ten days' prior written notice.

The Agreement includes all Board of Supervisors' required provisions, including the most recent provision – Time Off for Voting.

County Counsel has reviewed and approved Exhibit I as to form.

It has been determined that the provision of services by the Contractor under this Amendment is subject to Prop A guidelines which include the Living Wage Program set forth in Los Angeles County Code Chapter 2.201. The Contractor is in compliance with the Living Wage Program requirements.

The continuation of this Agreement will not result in unauthorized disclosure of confidential information.

CONTRACTING PROCESS

On December 28, 2009, DHS issued a Request for Statements of Interest (RFSI) solicitation on the County's vendor website and notice of the availability was e-mailed to the Department's mailing list, in order to identify interest from private sector organizations willing and capable of providing Scanning Services at its Facilities. Caban was selected as a result of the process and the Board approved the subsequent Agreement that is being amended.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Prop A requires that departments assess any potential impact of the recommended Agreement. There is no risk exposure to the County. The continuation of this Agreement will not infringe on the role of the County in its relationship to its residents, and the County's ability to respond to emergencies will not be impaired. The Agreement will not result in reduced services, and there is no employee impact as a result of the continuation of this Agreement since services are currently being provided under a contract. In addition, the Department has determined that it has alternative resources available in the event of default.

Approval of the recommended Amendment will ensure DHS is able to continue the transition to electronic health records at its Facilities.

Respectfully submitted,

Mitchell H. Katz, M.D.
Director

MHK:es

Enclosures

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

Attachment A

COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES
ON-SITE DOCUMENT SCANNING SERVICES - PROPOSITION A CONTRACTING

COST COMPARISION FOR SCANNING SERVICES

COUNTY

FY 2015-16

DIRECT	
Salaries	$ 2,353,182.02
Employee Benefits	$ 1,159,536.96
Total Labor	$ 3,512,718.98
TOTAL COUNTY COST	$ 3,512,718.98

CONTRACTOR

FY 2015-16

DIRECT	
Salaries*	$ 2,231,685.00
Employee Benefits	
Total Labor	$ 2,231,685.00
TOTAL CONTRACTOR COST	$ 2,231,685.00
ANNUAL ESTIMATED SAVINGS FROM CONTRACTING	$ 1,281,033.98
SAVINGS PERCENTAGE	36.5%

* Includes Employee Benefit Rates

EXHIBIT I

Agreement No. 77273

ON-SITE DOCUMENT SCANNING SERVICES

AMENDMENT NO. 7

THIS AMENDMENT is made and entered into this 19th day of May 2015,

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

and CABAN RESOURCES, LLC (hereafter "Contractor")

Business Address:

130 Arena Street
El Segundo, California 90245

WHEREAS, reference is made to that certain document entitled "ON-SITE DOCUMENT SCANNING SERVICES" dated May 11, 2010, and further identified as Agreement No. 77273, and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, pursuant to California Health and Safety Code, Sections 1441 and 1445, County has established and operates, through its Department of Health Services (hereinafter "Department"), various County Medical Centers, Health Centers (HCs), or Outpatient Centers; and

WHEREAS, Contractor is currently providing On-Site Document Scanning Services ("Services") at Harbor-UCLA Medical Center, LAC+USC Medical Center as well as its associated HCs, Rancho Los Amigos National Rehabilitation Center, and High Desert Regional Health Center; and

WHEREAS, it is the intent of the parties hereto to amend the Agreement to allow service at any Department medical facility, to extend the term through June 30, 2016, to allow the County to extend for an additional year through June 30, 2017, at its option, increase the Maximum Agreement Sum by $2,231,685 not to exceed a Maximum Agreement Sum of $17,593,538 and provide for other changes set forth herein; and

WHEREAS, the Agreement provides that changes in accordance to Paragraph 8.1 may be made in the form of an Amendment which is formally approved and executed by the parties.

NOW, THEREFORE, THE PARTIES HERE TO AGREE AS FOLLOWS:

1. This Amendment shall commence and be effective upon Board approval with such date reflected at the top of Page One of this Amendment.

2. Agreement, Paragraph 1.0, Applicable Documents, is deleted in its entirety and replaced as follows:

"1.0 APPLICABLE DOCUMENTS

Exhibits A-1, B, C-3, D, E, F, G, H, I-2, J, K, L, and M are attached to and form a part of this base Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the base Agreement and then to the Exhibits according to the following priority:

EXHIBIT A-1	Description of Services
EXHIBIT B	Schedule of Rates
EXHIBIT C-3	County's Administration
EXHIBIT D	Contractor's Administration
EXHIBIT E	Contractor's EEO Certification
EXHIBIT F	Jury Service Ordinance
EXHIBIT G	Safely Surrendered Baby Law
EXHIBIT H	Contractor Acknowledgement and Confidentiality Agreement
EXHIBIT I-2	Business Associate Agreement Under the Health Insurance Portability Accountability Act of 1996 ("HIPAA")

EXHIBIT J	Living Wage Ordinance
EXHIBIT K	Monthly Certification For Applicable Health Benefit Payments
EXHIBIT L	Payroll Statement of Compliance
EXHIBIT M	Medical Health Screening

This base Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement, including the exhibits thereto, shall be valid unless prepared pursuant to sub-paragraph 8.1 - Amendments and signed by both parties.

If any provision of this Agreement, including any provision in an Exhibit, or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to such person or circumstance shall not be affected thereby."

3. Agreement, Paragraph 2.0, Definitions, sub-paragraph 2.4, County Facilities, County Facilities, is deleted in its entirety and replaced as follows:

"**2.4 County Facilities:** Medical Centers, Health Centers, or Outpatient Centers all within Department of Health Services."

4. Agreement, Paragraph 2.0, Definitions, sub-paragraph 2.5, County Project Director, is deleted in its entirety and replaced as follows:

"**2.5 County Project Director:** DHS Enterprise Health Information Management (HIM) Director is designated as County Project Director with authority to resolve administrative matters relating to this Agreement. The County's Project Director, or designee, is the approving authority for Contractor work."

5. Agreement, Paragraph 2.0, Definitions, sub-paragraph 2.6, County Project Manager, is deleted in its entirety and replaced as follows:

"**2.6 County Project Manager:** County Facility HIM Director, or designee, is designated as chief contact person at his/her respective County Facility with respect to the day-to-day administration of the Agreement. The County's Project Manager, or designee, is responsible for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor."

6. Agreement, Paragraph 2.0, Definitions, sub-paragraph 2.8, Director, is deleted in its entirety and replaced as follows:

"**2.8 Director:** Director of Health Services or his/her authorized designee."

7. Agreement, Paragraph 4.0, Term of Agreement, is deleted in its entirety and replaced as follows:

"**4.0. TERM OF AGREEMENT**

4.1 The term of this Agreement shall commence and become effective May 11, 2010, and shall continue in full force and effect to and including June 30, 2016, unless sooner terminated or extended, in whole or in part, as provided in this Agreement.

4.2 The County shall have the sole option to extend this Agreement term for one (1) year through June 30, 2017 at the rates described in Exhibit B. Such option and extension shall be exercised at the sole discretion of the Director or his/her designee as authorized by the Board of Supervisors.

4.3 The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

4.4 The Contractor shall notify DHS when this Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the DHS at the address herein provided in Exhibit C-3 - County's Administration."

8. Agreement, Paragraph 5.0, Agreement Sum, Billing and Payment, sub-paragraph 5.1, is deleted in its entirety and replaced as follows:

"5.1 County's total maximum, not to exceed, cost for all services described in this Agreement, including but not limited to in Exhibit A-1 is $17,593,538 (hereafter "Maximum Agreement Sum") at the rates described in Exhibit B. The Maximum Agreement Sum is further divided into sub-maximums, not-to-exceed, County costs based on service dates. These sub-maximum, not to exceed, costs, are also for all services described in this Agreement, including but not limited to in Exhibit A-1, and at the rates described in Exhibit B, and shall be as follows:

5.1.1 Between May 11, 2010 through June 30, 2010 County cost shall not exceed $160,396.

5.1.2 Between July 1, 2010 through June 30, 2011 County cost shall not exceed $2,413,224.

5.1.3 Between July 1, 2011 through June 30, 2012 County cost shall not exceed $2,960,155.

5.1.4 Between July 1, 2012 through June 30, 2013 County cost shall not exceed $2,885,686.

5.1.5 Between July 1, 2013 through June 30, 2014 County cost shall not exceed $3,471,196.

5.1.6 Between July 1, 2014 through June 30, 2015 County cost shall not exceed $3,471,196.

5.1.7 Between July 1, 2015 through June 30, 2016 County cost shall not exceed $2,231,685."

9. Agreement, Paragraph 5.0, Agreement Sum, Billing and Payment, sub-paragraph 5.2, is deleted in its entirety and replaced as follows:

"5.2 The Director, or his designee, may increase the Maximum Agreement Sum in order to increase services with additional staff, if needed, by no more than:

5.2.1 $347,119 for the period July 1, 2013 – June 30, 2014.

5.2.2 $347,119 for the period July 1, 2014 – June 30, 2015.

5.2.3 $223,168 for the period July 1, 2015 – June 30, 2016.

To implement such a change a written amendment to the Agreement, which is formally executed by the parties, must be executed."

10. Agreement, Paragraph 5.0, Agreement Sum, Billing and Payment, sub-paragraph 5.7.5, is deleted in its entirety and replaced as follows:

"5.7.5 All invoices under this Agreement shall be submitted in two (2) copies to the respective County Facility expenditure management office. Addresses will be provided by the respective County Project Manager."

11. Agreement, Paragraph 6.0, Administration of Agreement –County, is deleted in its entirety and replaced as follows:

"**6.0 ADMINISTRATION OF AGREEMENT – COUNTY**

COUNTY ADMINISTRATION
The Director shall have the authority to administer this Agreement on behalf of the County. Director retains professional and administrative responsibility for the services rendered under this Agreement. A listing of all County Administration referenced in the following Sub-paragraphs are designated in Exhibit C-3. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

Responsibilities of the County Project Director include:

- ensuring that the objectives of this Agreement are met; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County's Project Manager

Responsibilities of the County Project Manager include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County Project Director and County Project Manager are not authorized to make any changes in any of the terms and conditions of this Agreement and are not authorized to further obligate County in any respect whatsoever."

12. Agreement is modified to add sub-paragraph 7.7, Medical Health Screening, as follows:

"**7.7 Medical Health Screening**

Contractor shall ensure that all of its staff providing services and/or entering a DHS Facility, under this Agreement at the time of participation hereunder, have undergone and successfully passed a current physical health examination, consistent with current DHS policy and Exhibit M,

Medical Health Screening. The cost of the Medical Health Screening shall be at the expense of the Contractor."

13. Agreement, sub-paragraph, 8.5, Compliance with Applicable Law, is deleted in its entirety and replaced as follows:

"8.5 Compliance with Applicable Law

8.5.1 In the performance of this Agreement, Contractor shall comply with all current and applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, including, but not limited to standards of The Joint Commission, its National Patient Safety Goals, California Code of Regulations, Title 22, Division 5 regulations and all other applicable industry best practices standards. All provisions required thereby to be included in this Agreement are incorporated herein by reference.

8.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, administrative penalties and fines assessed, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this sub-paragraph 8.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval."

14. Agreement, sub-paragraph 9.6, Rules and Regulations, is deleted in its entirety and replaced as follows:

"9.6 **Rules and Regulations**

During the time that Contractor's agents, employees, or subcontractors are at a Facility, Contractor and such persons shall be subject to the rules and regulations of that Facility. Facility's Administrator shall furnish a copy of rules and regulations to Contractor pertaining to the Facility prior to the execution of this Agreement and, during the term of this Agreement, shall furnish Contractor with any changes thereto as from time to time may be adopted. It is the responsibility of Contractor to acquaint all persons who may provide services hereunder with such rules and regulations. Contractor agrees to immediately and permanently withdraw any of its employees or subcontractors from the provision of services hereunder upon receipt of written notice from the Director that: (1) such employee or subcontractor has violated such rules or regulations, or (2) such employee's or subcontractor's actions while on County premises, indicate that such employee or subcontractor's actions while on County premises, indicate that such employee or subcontractor may adversely affect the delivery of health care services to County patients. The Director must submit with such notice a written statement of the facts supporting any such alleged violation or action."

15. Agreement Exhibit A, Description of Services, is deleted and replaced in its entirety by Exhibit A-1, attached hereto and incorporated herein by reference. All references to Exhibit A in the Agreement shall hereafter be replaced by Exhibit A-1.

16. Agreement Exhibit C-2, County's Administration, is deleted and replaced in its entirety by Exhibit C-3, attached hereto and incorporated herein by reference. All references to Exhibit C-2 in the Agreement shall hereafter be replaced by Exhibit C-3.

17. Agreement is modified to add Exhibit M, Medical Health Screening, attached hereto and incorporated herein by reference.

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

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IN WITNESS WHEREOF, Contractor has executed this Amendment, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Amendment to be executed on its behalf by the Mayor of said Board and attested by the Executive Officer of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR

CABAN RESOURCES, LLC

By _____
Signature

Robert Caban
Print Name

President
Title

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

19 MAY 19 2015

PATRICK OGAWA
ACTING EXECUTIVE OFFICER

COUNTY OF LOS ANGELES

By _____
Mayor, Board of Supervisors

ATTEST:
PATRICK OGAWA
Acting, Executive Officer

By _____

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

PATRICK OGAWA
Acting Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:
Mark J. Saladino
County Counsel

By _____
James Johnson
Senior Associate County Counsel

77273 Supplemental No. 3

DESCRIPTION OF SERVICES

ON-SITE DOCUMENT SCANNING SERVICES

1.0 DEFINITIONS

1.1 **Affinity** – DHS's Healthcare Information System – Affinity Database.

1.2 **Health Information Management (HIM)** – HIM is located in the six (6) main County Facilities, as well as their associated Health Centers and Outpatient Centers.

1.3 **Medical Record (MR)** – A chronological written account of a patient's examination and treatment that relates to patient's medical history and complaints, the physician's physical findings, the results of diagnostic tests and procedures, and medications and therapeutic procedures for Emergency Department (ED), Outpatient (OP) and Inpatient (IP) care. The MR consist of patient centric forms including but not limited to, Facesheet, Medication Record, Anesthesia Emergency Room records, Discharge summary, Electrocardiogram (ECG or EKG), Health and Progress Notes (H&P), Laboratory, Physicians Orders, Operative Reports, Nursing notes, Progress Notes, Radiology, Consultation Report, Procedure report, OP Clinic Notes, Cardiac Catheterization (Cardiac Cath), Gastrointestinal Laboratory (GI Lab), Respiratory, Dietary, Physical Therapy (PT), Occupational Therapy (OT), Speech Therapy (ST), Social Service, Legal Documents, medical insurance and all other documents and information related to the patient's healthcare activities, and records received from other healthcare providers.

1.4 **Image** – A one-page, two-sided medical record document that has been scanned into the QuadraMed Quantim Application (Quantim) Electronic Document Management Module (EDMM) or into the On-line Real-Time Clinical Health Information Database (ORCHID), as applicable.

1.5 **On-line Real-Time Clinical Health Information Database (ORCHID)** –the successor system replacing Affinity and Quadramed Quantim Application (Quantim) Electronic Document Management Module (EDMM).

1.6 **Shift** – A "Shift" consists of a specific number of consecutive hours.

1.7 **QuadraMed Quantim Application (Quantim)** – DHS' standard for HIM automation functions and electronic documents. Quantim's HIM automated functions, other than electronic documentation, include:

- Records Management
- Release of Information
- Abstracting
- Chart Locator
- Coding and Compliance

Quantim has two modules related to electronic documentation:

1. Electronic Document Management Module (EDMM) for patient-centric documentation
2. File Manager for other business documentation (e.g., Contracts, Purchasing, Human Resources, Facility Division work orders, etc.)

2.0 SERVICES

The County Department of Health Services requires the Contractor to perform On-site Document Scanning Services (Scanning Services) for each County Facility in accordance with the terms and conditions of the

Agreement and to the specifications outlined in this Description of Services.

2.1 Scanning Services

2.1.1 County Facilities Utilizing Quantim

Contractor shall provide staff to perform Scanning Services in a structured manner. The general procedures for performance of these services are described below.

1. Medical Record (MR) Prepping Procedure: 1) generate cover sheet; 2) ensure MR documents are organized in chart order; 3) ensure documents belong to the correct patient; 4) remove staples; 5) fix forms that are torn; 6) separate perforated forms; 6) mount documents that are smaller than a full sheet, on blank sheet of paper; 8) rubber band prepped Medical Record.
2. Scanning Procedure: 1) receive MR from prepping area; 2) Scan MR into QuadraMed EDMM; 3) after scanning rubber band MR.
3. Quality Assurance: 1) retrieve scanned MR from scanning area; 2) review scanned images to ensure all documents belong to the correct patient, are in the appropriate orientation (Portrait or Landscape) and legible; 3) delete unnecessary and/or blank images; 4) rescan documents when necessary.
4. Post Scanning tasks: 1) discard patient identification coversheet (shredded and recycled); 2) re-file documents in MR chart and/or place loose documents in designated sorting basket for filing; 3) file MR charts in chart room or place in file bin; 4) clean scanner daily per instructions provided in scanner maintenance kit.

2.1.2 County Facilities Utilizing ORCHID

Contractor shall provide staff to perform Scanning Services in a structured manner. The specific procedures will be communicated to Contractor by the County Project Manager prior to such County Facility's transition to ORCHID.

2.2 Coverage

2.2.1 Contractor shall provide staff coverage at location(s) identified by the County Project Manager.

2.2.2 Contractor shall prepare, in writing, staffing levels, staffs' daily work duties, and staffing schedules and submit to the County Project Manager.

2.2.3 Both parties to this Agreement acknowledge that Contractor's ability to staff the HIM Department at each County Facility is partially related to the scanning service volume. County agrees to promptly (within 24 hours) notify Contractor of any decision that will impact the service volume in any way.

3.0 CONTRACTOR RESPONSIBILITIES

3.1 Maintenance of Standards

3.1.2 County Project Manager, or designee, shall evaluate all services and tasks performed by Contractor at his/her County Facility. If, in the County Project Manager's sole discretion, a service or task is unsatisfactory performed, the County Project Manager shall provide Contractor with a written assessment of the deficiencies. Contractor shall, remedy the identified deficiencies, at no additional cost to County, within ten (10) working days of receipt of the County Project Manager's deficiency notification. This approval process shall be repeated until the County Project Manager deems all deficiencies have been remedied. County shall not

have any obligation to pay Contractor for deficient work performed under this Agreement unless and until Contractor remedies all identified deficiencies.

3.1.3 Contractor shall manage and track all project issues and their resolutions.

3.3 Contractor Staff Requirements

3.3.1 Contractor shall provide staff to perform on-site scanning services directly into QuadraMed Corporation's Quantim EDMM or ORCHID, as applicable.

3.3.2 Contractor shall assign a sufficient number of employees to perform the required work.

3.3.3 Contractor shall be required to perform background checks and medical health screenings on its employees as set forth respectively in sub-paragraph 7.5 – Background & Security Investigations and sub-paragraph 7.7- Medical Health Screening, of the Agreement.

3.4 Contractor Project Manager

3.4.1 Contractor shall designate a Project Manager who will be the principal point of contact with the County. Project Manager shall be available either on-site or by telephonic contact on a twenty-four (24) hour/seven (7) day per week basis. The appointment of the Project Manager shall be approved by the County Project Director, or designee.

3.4.2 Contractor shall provide a full-time Project Manager or designated alternate. County must have access to the Project Manager during all hours, 365 days per year. Contractor shall provide a telephone number where the Project Manger may be reached.

3.4.3 Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contractor.

4.0 COUNTY RESPONSIBILITIES

4.1 County shall provide Contractor staff with initial orientation to applicable Department systems (e.g., Affinity, Quantim, ORCHID, and scanning workflow).

4.2 County shall establish appropriate systems access for Contractor staff.

4.3 Furnished Items - County shall provide office space, desk, telephone, computer and scanning equipment for contractor staff usage.

5.0 PERSONNEL

5.1 The intent of the parties is to communicate in good faith regarding problems involving Contractor-assigned personnel.

5.2 HIM Director, or designee, may refuse assignment of a Contactor staff or Contractor Project Manager who has previously been requested to be removed from the provision of services by any other County facility.

5.3 Contractor shall establish appropriate policies and procedures regarding initial and follow-up procedures for Contractor's personnel who experience an industrial accident (e.g., carpal tunnel syndrome) while working at County Facility. In the event one of Contractor's personnel experiences an industrial accident, such personnel may seek immediate medical care at the DHS facility at Contractor's expense, in the event that the facility bills for these services.

6.0 PARKING SPACE

Each DHS facility will specify if, Contractor's personnel shall be given access to County employee parking areas.

COUNTY'S ADMINISTRATION

AGREEMENT NO. 77273

COUNTY PROJECT DIRECTOR:

Name: Harvey Jones
Title: EHIM Director
Address: 10430 Slusher Drive
Santa Fe Springs, CA 90670
Telephone:
E-mail: hjones@dhs.lacounty.gov

COUNTY PROJECT MANAGER:

County Facility	Project Manager
Harbor-UCLA Medical Center 1000 West Carson Street Torrance, CA 90509 Long Beach Comprehensive Health Center 1333 Chestnut Avenue Long Beach, CA 90813	Name: Alfreda Watkins Telephone: (310) 222-3857 Fax: E-Mail: awatkins@dhs.lacounty.gov
High Desert Regional Health Center 335 East Avenue I Lancaster, CA 93535	Name: Sharon Nolan Telephone: (661) 471-4197 Fax: E-Mail: snolan@dhs.lacounty.gov
LAC+USC Healthcare Network 1200 N. State Street Los Angeles, CA 90033 El Monte Comprehensive Health Center 10953 Ramona Blvd. El Monte, CA 91731 H. Claude Hudson Comprehensive Health Center 2829 South Grand Avenue Los Angeles, CA 90007 Edward R. Roybal Comprehensive Health Center 245 South Fetterly Avenue Los Angeles, CA 90022	Name: Rosa Aguirre Telephone: 323 226-6911 Fax: (323) 226-3660 E-Mail: raguirre@dhs.lacounty.gov

County Facility	Project Manager
La Puente Health Center 15930 Central Avenue La Puente, CA 91744	
Martin Luther King, Jr. Outpatient Center 1670 East 120th Street Los Angeles, CA 90059 Hubert H. Humphrey Comprehensive Health Center 5850 South Main Street Los Angeles, CA 90003	Name: Vanessa Crawford Telephone: (424) 338-1902 Fax: E-Mail: vcrawford@dhs.lacounty.gov
Olive View-UCLA Medical Center 14445 Olive View Drive Sylmar, CA 91342 Mid-Valley Comprehensive Health Center 7515 Van Nuys Boulevard Van Nuys, CA 91405	Name: Tillie Acosta Telephone: (818) 364-4214 Fax: E-Mail: tacosta@dhs.lacounty.gov
Rancho Los Amigos National Rehabilitation Center 7601 E. Imperial Highway Downey, CA 90242	Name: Annette Simmons Telephone: 562-401-7126 Fax: E-Mail: amsimmons@dhs.lacounty.gov

Medical Health Screening

All potential Contractor personnel shall complete to the satisfaction of County a medical health screening to determine if the person meets the medical criteria and immunizations standards established for the prospective job classification/assignment before commencing services. The Contractor shall use the DHS Forms and medical health screening methodology provided in the Contractor package.

The medical health screening shall be performed by a physician or other licensed healthcare professional (PLHCP) authorized to perform such a physical screening, with such cost at the expense of the Contractor. If the Contractor chooses to have the DHS Employee Health Services (EHS) perform such assessments and screening and such services are available, the Contractor will be billed for the services regardless if the Contractor's staff passes or fails the screening. Contractor personnel shall present a letter on Contractor letterhead authorizing personnel to obtain the screening from DHS' EHS. DHS EHS will bill the Contractor for the cost and/or deduct the amount from funds owed.

Contractor personnel shall provide DHS EHS with documentation of health screenings and evidence of the absence of communicable diseases using the County's "Health Clearance Certification, E2" form. The Certification form must be completed by the prospective Contractor personnel and their health care provider, then by the Contractor attesting verification of completion of DHS forms.

The Contractor must provide DHS EHS with the source documents for review within four (4) hours of a request. Source documents pertaining to the pre-employment health evaluation, Tuberculosis, Respiratory Fit Testing, and other immunizations will be maintained by the Contractor. Failure to provide appropriate source documentation of health screenings/clearance will result in immediate release from assignment and there will be no further placement of Contractor's personnel until compliant.

DHS Facility Staff are required to ensure the Contractor personnel receives the appropriate documents; has submitted them to the facility EHS and has obtained health clearance prior to beginning the work assignment.

No person will be allowed to work at anytime inside a DHS medical facility without appropriate documentation of health screening. In those instances where persons have no demonstrated immunity, and have refused vaccination, a waiver to that effect must be obtained and on file. Lack of immunity to certain diseases will restrict assignment locations within the hospital.

All Contractor personnel who have potential exposure to respiratory hazards and/ or aerosol transmissible disease shall provide appropriate documentation of a respiratory fit test on the same make, model, style, and size of respirator that will be used in facility. If indicated, this requirement is mandatory annually.

Medical Health Screening

Per County policy, Contractor personnel are required to comply with annual health screening. Unless provided for per contract, Contractor personnel shall have their PLHCP conduct the assessment in accordance with County policy and procedures. This documentation is the "Health Clearance Certification, E2". The workforce member will be provided with the necessary documentation for completion and submission to their PLHCP. The PLHCP will complete the documents and submit them to the Contractor, as appropriate, with the completed certification form.

Contractor personnel may be given a 30-day reminder to comply with annual health screening requirements. Contractor personnel who do not comply with annual or other health screening requirements will be given a letter indicating they have five (5) days to comply or face release from assignment. A copy of the "letter" will be provided to the Contractor personnel's supervisor for action. Failure to provide documentation of health screening/clearance will result in immediate release from assignment and no further placement until compliant.

Emergency services will be provided post-exposure to Contractor personnel who have potential exposure to occupational hazards within the allowable time frames, but will be billed to the Contractor, as appropriate. Contractor personnel who are exposed to occupational hazard or incur injury while performing their duties for the County will be reported on the OSHA Log 300/301, as required by state and federal regulation and guidelines.

In the event of an occupational needlestick injury or other exposure to Contractor personnel to blood and body fluids or airborne contaminants, medical care will be provided by the DHS EHS or Emergency Room, but will be billed to the Contractor, as appropriate. Contractor personnel may go to the facility DHS EHS or the designated department for initial care within the allowable treatment time frames. Cost of initial treatment will be billed to the Contractor, as appropriate. Subsequent follow-up treatment will be conducted through the appropriate agency's medical provider or the employee's personal physician. If Contractor chooses to have the DHS EHS provide subsequent follow-up care, the Contractor will be billed accordingly.