

September 26, 2002

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

Dear Supervisors:

APPROVAL OF AMENDMENT NO. 1 TO AGREEMENT H-210828 WITH FILE KEEPERS, INC. FOR OFF-SITE MEDICAL RECORDS AND X-RAY FILM STORAGE AND RETRIEVAL SERVICES (All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director and Chief Medical Officer of Health Services, or his designee, to sign Amendment No. 1 to non-Proposition A Agreement No. H-210828 with File Keepers, Inc., for the provision of off-site medical records and X-ray film storage and retrieval services at new County sites within the LAC+ USC Healthcare Network, the Southwest Cluster, and Consolidated Business Office, at a total estimated contract cost of \$293,250, effective upon Board approval through August 31, 2003 and \$293,250 for the term from September 1, 2003 through August 31, 2004.
2. Delegate authority to the Director and Chief Medical Officer of Health Services, or his designee, to add other County sites that may require off-site medical records and X-ray film storage and retrieval services during the term of the agreement. The estimated additional cost will be determined by County upon the implementation of the new services and will not exceed 50% of the current budget per year.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

In approving the recommended actions, the Board is:

- authorizing the Director and Chief Medical Officer, or his designee, to sign Amendment No. 1 to non-Proposition A Agreement No. H-210828 with File Keepers, Inc. (File Keepers), for the provision of off-site medical records and X-ray film storage and retrieval services at new sites within the LAC+ USC Healthcare Network (LAC+ USC), Southwest Cluster, and Consolidated Business Office (CBO) at a total estimated contract cost of \$293,250 per year, effective upon Board approval through August 31, 2004.
- delegating authority to the Director and Chief Medical Officer of Health Services, or his designee, to add other County sites that may require off-site medical records and X-ray film storage and retrieval services during the term of the agreement. The estimated additional cost will be determined by County upon the implementation of the new services and will not exceed 50% of the current budget per year.

FISCAL IMPACT/FINANCING:

Under the existing agreement, the estimated County cost for services provided to Harbor/UCLA Medical Center (Harbor/UCLA) is \$73,250 per year. The estimated annual cost for the new County sites is as follows: 1) LAC+ USC, \$50,000; 2) Martin Luther King, Jr./Drew Medical Center (King/Drew), \$40,000; and 3) CBO, \$130,000, for an additional total estimated cost of \$220,000 per year for a total contract cost of \$293,250, effective upon Board approval through August 31, 2003 and \$293,250 beginning September 1, 2003 through August 31, 2004.

Funding for this agreement is included in the Fiscal Year 2002-03 Approved Budget and will be requested in future fiscal years' budgets.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The safe maintenance and storage of patient medical records and X-ray film are required by law. Off-site medical records and X-ray film storage and retrieval services include, but are not limited to, receiving, packaging, transporting, inventorying, filing, storing, retrieving, and destroying at County's request, such medical records and X-ray film.

On September 7, 1999, the Board approved the existing agreement with File Keepers for the provision of off-site medical records and X-ray film storage and retrieval services at Harbor-

UCLA, Bellflower, Norwalk, and Wilmington health centers, through August 31, 2002, including a provision to extend the agreement by mutual consent for an additional two years through August 31, 2004, at the existing yearly estimated expenditures.

For several years, File Keepers has provided off-site medical records and X-ray film storage and retrieval services to other County facilities through purchase orders which are slated to expire in September 2002. In lieu of extending the purchase orders, the Internal Services Department has recommended that the existing County agreement be amended to add other County facilities requiring these services.

The Board's approval of this amendment will have no impact to the Department of Health Services (DHS) reorganization, because the new sites will remain open for the provision of these services.

The amendment includes the new provisions regarding contractor's obligations as a "Business Associate" under the Health Insurance Portability and Accountability Act, and employee jury service program.

Contract monitoring functions for the non-Proposition A agreement are performed by Harbor/UCLA's, King/Drew's and LAC+ USC's staff, and DHS' Inspection and Audit Division.

Attachment A provides additional information.

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

CONTRACTING PROCESS:

On March 27, 1999, DHS released an Invitation for Bids for the provision of contract services. By the April 24, 1999 bid submission deadline, a bid was received from File Keepers. File Keepers was the only company to submit a bid and DHS selected File Keepers to provide the services needed at Harbor/UCLA, Bellflower, Norwalk, and Wilmington health centers.

IMPACT OF CURRENT SERVICES (OR PROJECTS):

The amendment will ensure that patient medical records and X-ray film will be safely maintained and stored, and the overcrowding of medical records storage areas at DHS facilities will be alleviated.

The Honorable Board of Supervisors
September 26, 2002
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When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,

Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:dz

Attachments

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

BLETC2192.DZ

SUMMARY OF AMENDMENT1. **TYPE OF SERVICE:**

Provide off-site medical records and X-ray film storage and retrieval services to new County sites within the LAC+ USC Healthcare Network, the Southwest Cluster, and Consolidated Business Office that require the services.

2. **AGENCY ADDRESS AND CONTACT PERSON:**

File Keepers, Inc.
6277 East Slauson
Los Angeles, CA 90040-3011
Attention: Tom McGovern, President
Liz Rogers, Contract Liaison
Telephone: (323) 728-3133 Ext. 320

3. **TERM:**

The term of the amendment will become effective upon Board approval and continue through August 31, 2004. The agreement may be terminated, with or without cause, upon giving of at least 30 calendar days prior written notice.

4. **FINANCIAL INFORMATION:**

The annual estimated County cost for the current and new County sites is as follows:

	Original	Additional	Total 10/1/02 - 9/30/03
Harbor/UCLA Medical Center	\$73,250		\$73,250
LAC+ USC Healthcare Network		\$ 50,000	50,000
King/Drew Medical Center		40,000	40,000
Consolidated Business Office		130,000	130,000
Total	<u>\$73,250</u>	<u>\$220,000</u>	<u>\$293,250</u>

5. **PROGRAM INFORMATION:**

Off-site medical records and X-ray film storage and retrieval services include, but are not limited to, receiving, packaging, transporting, inventorying, filing, storing, retrieving, and destroying at County's request, such medical records and X-ray film.

6. **APPROVALS:**

LAC+ USC Healthcare Network: David Runke, Acting Chief Executive Officer

King/Drew Medical Center: Willie T. May, Administrator

Contracts and Grants Division: Riley J. Austin, Acting Chief

County Counsel (approval as to form): Robert E. Ragland, Deputy County Counsel

EXHIBIT I

Contract No. H-210828

**MEDICAL RECORDS AND X-RAY FILMS STORAGE
AND RETRIEVAL SERVICES AGREEMENT**

AMENDMENT NO. 1

THIS AMENDMENT is made and entered into this _____ day
of _____, 2002,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

FILE KEEPERS, INC. (hereafter
"Contractor").

WHEREAS, reference is made to that certain document entitled
"MEDICAL RECORDS AND X-RAY FILMS STORAGE AND RETRIEVAL SERVICES
AGREEMENT", dated September 7, 1999, (hereafter "Agreement"); and

WHEREAS, it is the desire of the parties hereto to amend
Agreement to add other County facilities that require off-site
medical records and X-ray films storage and retrieval services;
and

WHEREAS, the parties also desire to add several Board-
mandated and other required County provisions to Agreement; and

WHEREAS, Agreement provides that changes to its provisions
may be made in the form of a written amendment which is formally
approved and executed by the parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. This Amendment shall become effective upon Board of Supervisors approval and continue through August 31, 2004.

2. That Exhibit B-1, "Price Schedule", Exhibit G-1, "Additional Department of Health Services Facilities and Custodians of Records", and Exhibit H-1, "Additional Billing Locations", attached hereto and incorporated herein by reference, be added to this Agreement.

3. That Paragraph 11.0, INDEMNIFICATION and INSURANCE be revised and amended as follows:

"11.1. Indemnification: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

11.2. General Insurance Requirements: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement.

Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor-East, Los Angeles, California 90012, Attention: Dio Zambrano, Contract Administrator, prior to commencing services under this Agreement. Such certificates or other evidence shall:

(1) Specifically identify this Agreement.

(2) Clearly evidence all coverages required in this Agreement.

(3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.

(4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special

Districts, its officials, officers, and employees as insured for all activities arising from this Agreement.

(5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract

upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits:

Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be

submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County

retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

11.3. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 Million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers Compensation and Employers' Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less

than the following:

Each Accident: \$1 Million

Disease - Policy Limit: \$1 Million

Disease - Each Employee: \$1 Million

4. That Paragraph 49.0, CONTRACTOR'S RESPONSIBILITY AND DEBARMENT, be added as follows:

"49.0. CONTRACTOR'S RESPONSIBILITY AND DEBARMENT:

49.1. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

49.2. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor under this Agreement or other contracts, which indicates that Contractor is not responsible, County may, in addition to other remedies provided under this Agreement, debar Contractor from bidding on County contracts for a specified period of time not to exceed three (3) years, and terminate this Agreement and any or all existing contracts Contractor may have with County.

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

49.4. If there is evidence that Contractor may be subject to debarment, Director will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.

49.5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor or Contractor's representative, or both, shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain

a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, Contractor shall be deemed to have waived all rights of appeal.

49.6. A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

49.7. These terms shall also apply to any subcontractor, vendor, or principal owner of Contractor, as defined in Chapter 2.202 of the County Code."

5. That Paragraph 50.0, PURCHASING RECYCLED-CONTENT BOND PAPER be added as follows:

"50.0 PURCHASING RECYCLED-CONTENT BOND PAPER:

50.1 Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in connection with the services to be performed by Contractor under this Agreement."

6. That Paragraph 51.0, CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT be added as follows:

"51.0 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:

51.1 The performance of Contractor's obligations under the Agreement could require Contractor's receipt of or access to Health Information. County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations ("C.F.R.") Parts 160 and 164 ("Privacy Regulations"). The Privacy Regulations require County to enter into a contract with Contractor, in its role as a "business associate" under the Privacy Regulations, in order to mandate certain protections for the privacy and security of Health Information. The provisions of this Paragraph set forth the obligations of Contractor as a "business associate" under the Privacy Regulations. The requirements of these Business Associate terms and

conditions will be applicable as of the effective date for implementation of the subject federal regulations. Contractor shall take all necessary steps to be able to fully implement as of the effective date.

51.2 For the purposes of this Paragraph, the following definitions apply:

(a) "Disclose", "Disclosed" and "Disclosure" mean, with respect to Health Information, the release, transfer, provision of access to, or divulging in any other manner of Health Information outside Contractor's internal operations or to other than its employees.

(b) "Health Information" means information that (1) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (2) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (3) is received by Contractor from or on behalf of County, or is created by

Contractor, or is made accessible to Contractor by County.

(c) "Use" (in both its verb and noun forms) or "Uses" mean, with respect to Health Information, the sharing, employment, application, utilization, examination or analysis of such information within Contractor's internal operations.

51.3 Permitted Uses and Disclosures of Health Information:

Contractor:

(a) shall Use and Disclose Health Information as necessary or appropriate to perform its services as described in this Agreement; and

(b) shall Disclose Health Information to County upon request; and

(c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities; and

(i) Use Health Information; and

(ii) Disclose Health Information if

(a) the Disclosure is required by law, or

(b) Contractor obtains reasonable assurance from the person to whom the information is

Disclosed that the Health Information will be held confidentially and Used or further Disclosed only as required by law or for the purpose for which it was Disclosed to the person, and the person agrees to notify Contractor of any instances of which the person is aware in which the confidentiality of the Health Information has been breached.

Contractor shall not use or disclose health information for any other purpose.

51.4 Appropriate Safeguards for Health

Information: Contractor warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Health Information in any manner other than as permitted by this Paragraph.

51.5 Reporting Non-Permitted Use or Disclosure:

Contractor shall report to County each Non-Permitted Use or Disclosure that is made by Contractor, its employees, representatives, agents or subcontractors that is not specifically permitted by this Agreement. The initial report shall be made by telephone call to County's Privacy Officer within forty-eight (48) hours from the time the Contractor becomes aware of the non-permitted

Use or Disclosure, following by a written report to the Privacy Officer no later than (5) days from the date the Contractor becomes aware of the non-permitted Use or Disclosure.

51.6 Availability of Internal Practices, Books and Records to Governmental Agencies: Contractor agrees to make its internal practices, books and records relating to the Use and Disclosure of Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining County's compliance with the Privacy Regulations.

51.7 Access to and Amendment of Health Information: Contractor shall, to the extent County determines that any Health Information constitutes a "designated record set" under the Privacy Regulations, (a) make the Health Information specified by County available to the individual(s) identified by County as being entitled to access and copy that Health Information, and (b) make any amendments to Health Information that are requested by County. Contractor shall provide such access and make such amendments within the time and in the manner specified by County.

51.8 Accounting of Disclosures of Health

Information: Upon County's request, Contractor shall provide to County an accounting of each Disclosure of Health Information made by Contractor or its employees, agents, representative or subcontractors. The accounting shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Health Information; (c) a brief description of the Health Information Disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure, Contractor shall track the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure.

51.9 Term and Termination: In addition to and notwithstanding the termination provisions set forth in the Agreement, the Agreement may be terminated immediately upon written notice by County to Contractor if County determines, in its sole discretion, that Contractor has violated any material term of this Paragraph. Contractor's obligations under subparagraphs 51.3 and including 51.12 of this Paragraph shall survive the termination or expiration of the Agreement.

51.10 Disposition of Health Information Upon Termination or Expiration: Upon termination or expiration of the Agreement, Contractor shall either return or destroy, in County's sole discretion and in accordance with any instructions by County, all Health Information in the possession or control of Contractor or its agents and subcontractors. However, if County determines that neither return nor destruction of Health Information is feasible, Contractor may retain Health Information provided that Contractor (a) continues to comply with the provisions of this Paragraph for as long it retains Health Information, and (b) further limits Uses and Disclosures of that Health Information to those purposes that make its return or destruction infeasible.

51.11 No Third Party Beneficiaries: There are no third party beneficiaries to the provisions of this Paragraph.

51.12 Use of Subcontractors and Agents: Contractor shall require each of its agents and subcontractors that receive Health Information from Contractor to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Paragraph."

7. That Paragraph 52.0, COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM, be added as follows:

"52.0 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

52.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

52.2 For purposes of this Subparagraph, "Contractor" means a person, partnership, corporation or

other entity which has a contract with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Contract, the subcontractor shall also be subject to the provisions of this Subparagraph. The provisions of this Subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

52.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review

the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. Attached hereto, as Exhibit I, is the required form, "County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form", to be completed by the Contractor.

52.4 Contractor's violation of this Subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County

contracts for a period of time consistent with the seriousness of the breach.”

8. That Paragraph 53.0, MAXIMUM OBLIGATION OF COUNTY, be added as follows:

“53.0 MAXIMUM OBLIGATION OF COUNTY: During the period effective upon approval by County’s Board of Supervisors through one year from the date of approval by the Board of Supervisors, the maximum obligation of County for all services provided under this Agreement shall not exceed Two Hundred Ninety-Three Thousand, Two Hundred Fifty Dollars (\$293,250). Such maximum obligation is comprised entirely of County funds. This sum represents the total maximum obligation of County as shown in Schedule 1, attached hereto and incorporated herein by reference.”

9. In Exhibit A, Statement of Work, that Paragraph 2.0, DEFINITIONS, Subparagraph 2.20, Re-filing Medical record/x-ray files, be revised and amended as follows:

“2.20, Re-filing Medical record/x-ray files/Encounter Forms: The process of receiving medical record/x-ray files/encounter forms which were requested and borrowed by DHS, updating the Inventory System to reflect its return and placing it in storage.”

10. In exhibit A, Statement of Work, that Paragraph 2.0,

DEFINITIONS, Subparagraph 2.21, the title, be revised and amended as follows:

“2.21 Retrieval of a Medical Record File/Encounter Forms.”

11. In Exhibit A, Statement of Work, that the words “/Encounter Forms” be added each time after the words “x-ray files” appear in Paragraph 5.0, SPECIFIC TASKS, Subparagraph 5.1, Receiving Inventorying, Filing and Re-Filing Medical Record/X-ray Files and Records, through Subparagraph 5.8, Security and Confidentiality, and Paragraph 7.0, SECURITY AND CONFIDENTIALITY CONTROL PROCEDURES.

12. That Encounter Forms be serviced on a per box basis, including storage, receiving, data processing or entry retrieval, re-file, destruction, permanent removal/palletizing, pick-up, and delivery services.

13. 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

/

/

/

/

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

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

FILE KEEPERS, INC.
Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
LLOYD W. PELLMAN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Riley J. Austin, Acting Chief
Contracts and Grants Division

AMENDCD2118.DZ
08/30/02

**ADDITIONAL DEPARTMENT OF HEALTH SERVICES FACILITIES
& CUSTODIANS OF RECORDS**

COASTAL CLUSTER

Long Beach Comprehensive Health Center
1333 Chestnut Avenue
Long Beach, CA 90813

NORTHEAST CLUSTER aka LAC+USC HEALTHCARE NETWORK

LAC+USC Medical Center
1200 N. State Street, Room 329
Los Angeles, CA 90033

Women's and Children's Hospital
Health Information Management
1240 North Mission Road, Trailer 7-B
1300 North Mission Road, Room 108 (Encounter Forms)
Los Angeles, CA 90033

H. Claude Hudson Comprehensive Health Center
Health Information Management
3615 S. Grand Avenue, Third Floor
Los Angeles, CA 90007

Edward R. Roybal Comprehensive Health Center
245 S. Fetterly Avenue, Room 2200
Los Angeles, CA 90022

Pico Rivera Health Center
6336 S. Passons Blvd.
Pico Rivera, CA 90660

Bell Gardens Health Center
6912 South Ajax Avenue
Bell Gardens, CA 90201

El Monte Comprehensive Health Center
10953 Ramona Blvd.
El Monte, CA 91731

Alhambra Health Center
612 Shorb Street
Alhambra, CA 91803

Azusa Health Center
150 N. Azusa
Azusa, CA 91702

La Puente Health Center
15930 Central Avenue
La Puente, CA 91744

Juvenile Court Health Services
1925 Daly Street
Los Angeles, CA 90033

SOUTHWEST CLUSTER

Martin Luther King/Drew Medical Center
12021 Wilmington Avenue
Los Angeles, CA 90059

Hubert Humphrey Comprehensive Health Center
5850 S. Main Street
Los Angeles, CA 90003

OTHER LOCATION

Consolidated Business Office
5555 Ferguson Drive, Third Floor
Commerce, CA 90022

AMENDCD2118.DZ
08/30/02

ADDITIONAL BILLING LOCATIONS

NORTHEAST CLUSTER aka LAC+USC HEALTHCARE NETWORK

LAC+USC Medical Center
Expenditure Management
2064 Marengo Street
Los Angeles, CA 90033
Attention: Andy Shimoda

SOUTHWEST CLUSTER

Martin Luther King/Drew Medical Center
12021 Wilmington Avenue
Los Angeles, CA 90059
Attention: Tony Gray

OTHER LOCATION

Consolidated Business Office
5555 Ferguson Drive, Third Floor
Commerce, CA 90022
Attention: Art Bernal

SCHEDULE 1

MEDICAL RECORDS AND X-RAY FILMS STORAGE ANNUAL BUDGET

HARBOR/UCLA MEDICAL CENTER	\$ 73,250
LAC+USC HEALTHCARE NETWORK	50,000
MARTIN LUTHER KING/DREW MEDICAL CENTER	40,000
CONSOLIDATED BUSINESS OFFICE	<u>130,000</u>
TOTAL	<u>\$293,250</u>

AMENDCD2118.DZ
08/30/02