COUNTY OF LOS ANGELES

MARVIN J. SOUTHARD, D.S.W.
Director

ROBIN KAY, Ph.D.
Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director

BOARD OF SUPERVISORS

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DEPARTMENT OF MENTAL HEALTH

http://dmh.lacounty.gov

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

Reply To: (213) 738-4601
Fax: (213) 386-1297

June 06, 2012

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 NEW CLINICAL LABORATORY SERVICES AGREEMENT WITH PRIMEX CLINICAL LABORATORIES, INC., FOR FISCAL YEARS 2012-13, 2013-14, 2014-15, 2015-16, AND 2016-17 (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Request approval of a new Clinical Laboratory Services Agreement with Primex Clinical Laboratories, Inc., for the provision of clinical laboratory services to meet the needs of the Department of Mental Health's clients who are treated at directly-operated clinics/programs countywide.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Director of Mental Health (Director), or his designee, to prepare, sign, and execute a Clinical Laboratory Services Agreement, substantially similar to Attachment, with Primex Clinical Laboratories, Inc. (Primex). This Agreement will be effective July 1, 2012, through June 30, 2013, with provisions for four one-year renewal periods for Fiscal Years (FYs) 2013-14, 2014-15, 2015-16, and 2016-17. The Agreement will be funded annually with $805,920 in Sales Tax Realignment and State Mental Health Services Act (MHSA) revenue.

2. Delegate authority to the Director, or his designee, to prepare, sign, and execute future amendments to the Clinical Laboratory Services Agreement, provided that: 1) the County's total payments to the contractor under this Agreement for each fiscal year will not exceed an increase of 10 percent from the Board-approved appropriation budgeted for this Agreement; 2) any such increase will be used to provide additional services or to reflect program and/or Board policy

changes; 3) your Board has appropriated sufficient funds for all changes; 4) approval as to form by County Counsel is obtained prior to any such amendments; 5) the County and Contractor may, by written Amendment, reduce programs or services and revise the applicable budgeted appropriation, as needed; and 6) the Director, or his designee, notifies your Board and the Chief Executive Officer (CEO) of Agreement changes in writing within 30 days after execution of each Amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommendations is to seek Board approval to award a new contract to Primex to provide clinical laboratory services for the Department of Mental Health's (DMH) clients.

DMH concluded a Request for Proposal (RFP) solicitation process for clinical laboratory services and an appeal process. The RFP was necessitated because the existing Agreement with Unilab Corporation dba Quest Diagnostics (Quest) was set to expire on June 30, 2011. The existing contractor, Quest, was not the highest ranked proposer by the RFP evaluation panel. As a result of their standing in the RFP evaluation, this agency filed an appeal request, which was subsequently denied by a Review Panel. To ensure the uninterrupted continuation of services during the appeal process, DMH executed amendments to the existing Clinical Laboratory Services Agreement with Quest on a month-to-month basis through June 30, 2012, until the Board approved a new Clinical Laboratory Services Agreement.

Implementation of Strategic Plan Goals

The recommended actions are consistent with County's Strategic Plan Goal 1, Operational Effectiveness.

FISCAL IMPACT/FINANCING

The Agreement for FY 2012-13 is funded annually with $805,920 in Sales Tax Realignment and State MHSA revenue. Funding for this Agreement is included in the FY 2012-13 DMH Recommended Budget. Funding for future fiscal years will be requested in DMH's annual budget process.

There is no net County cost impact associated with the recommended actions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Primex is located at 16742 Stagg Street, #120, Van Nuys, California 91406, and is in Supervisorial District 3. Primex is licensed by the State of California, Department of Health Services, certified by the Centers of Medicare and Medicaid Services to provide services to patients covered under Medicare and Medicaid programs, and federally registered as a Clinical Laboratory Improvement Amendments Program.

For almost 15 years, Primex has been providing clinical laboratory testing services to patients, physicians, managed care organizations, health care providers, and government agencies in Southern California. Serving DMH facilities in all of the eight geographic service areas, Primex offers three ways for specimen to be submitted: 1) Los Angeles County DMH staff collect the specimen, and the Primex courier will stop by the facility and collect the specimen; 2) a Primex phlebotomist will

collect the specimen and transport the specimen to their laboratory facility; and 3) the patient can utilize Primex's designated Patient Service Centers for specimen collection. Primex also provides internet connectivity which will allow: 1) electronic test ordering, 2) on-line quick access to patient laboratory results, and 3) cumulative test result review. Primex has a Client Services Department with trained, qualified client service representatives available to answer day-to-day questions or concerns and are available via telephone to respond to inquiries in the following areas: test information, specimen requirements, turnaround time, test add-ons, and patient results. Results are available on their web-based on-line 24-hours a day, seven days a week.

The attached Agreement has been approved as to form by County Counsel. The proposed actions have been reviewed by the Office of the Medical Director. DMH administrative staff will review and monitor Primex's adherence to the Agreement and ensure that Agreement provisions and Departmental policies are being followed.

CONTRACTING PROCESS

On December 3, 2010, DMH issued a RFP to identify qualified clinical laboratory service providers who were interested in contracting with DMH to provide clinical laboratory services. DMH announced the release of the RFP by mailing letters to clinical laboratory firms, advertising the legal announcement published in major local newspapers, and posting on the DMH and countywide internet sites.

On January 4, 2011, DMH held a Mandatory Proposers' Conference that was attended by five agencies. DMH received two proposals on or before the final submission date of February 3, 2011.

The Evaluation Committee, comprised of five evaluators and a facilitator, convened on March 7, 2011, to evaluate and score the proposals. The Department's Executive Management Team reviewed the evaluation ratings and finalized the recommendation that Primex be approved for a contract award by your Board.

Following a Debriefing session, on October 18, 2011, Quest submitted a Transmittal Form to Request an RFP Proposed Contractor Selection Review (PCSR), which is the second level appeal to the laboratory RFP evaluation process. A Review Panel consisting of three members reviewed the assertions by Quest to determine whether they were valid based on the four criteria stated in the PCSR instructions. The Review Panel submitted a written summary of the review findings to DMH's Contracts Development and Administration Division (CDAD) on November 18, 2011. Subsequently, CDAD forwarded the Review Panel's findings to County Counsel for their review and input. A letter from the DMH Review Panel regarding the findings to Quest's second level appeal was sent on January 26, 2012, by certified mail to Robert F. Moverley, Managing Director, of Quest. The Review Panel determined that Quest did not demonstrate that any identifiable mathematical or other errors were made in the evaluation process. Quest was informed that in the event that they were not satisfied with the results of the second level appeal process, a County Review Panel, which is the third and final level appeal process, could be requested by February 9, 2012. Quest did not submit a request for the County Review Panel by the deadline.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Award of the contract ensures that there will be no interruption in clinical laboratory services provided to mental health clients, as services will continue to be provided at mental health clinics and clinical laboratory service sites throughout Los Angeles County.

Respectfully submitted,

MARVIN J. SOUTHARD, D.S.W.
Director of Mental Health

MJS:RS:MM:RK:coh

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors
Chairperson, Mental Health Commission

ATTACHMENT

Primex Clinical Laboratories, Inc.

Contract Number
N/A
Reference Number

Business Address:
16742 Stagg Street, #120

Van Nuys, CA 91406

Supervisorial District(s) All

CLINICAL LABORATORY SERVICES AGREEMENT

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K: S___ U X__

PO: A___ C____

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EXHIBITS

A. CLINICAL LABORATORY SERVICES
B. TEST PRICE LIST
B-1. DIRECTORY OF SERVICES
C. CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
D. CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
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F. ATTESTATION REGARDING FEDERALLY FUNDED PROGRAM
G. "SAFELY SURRENDERED BABY LAW" FACT SHEET
H. CHARITABLE CONTRIBUTIONS CERTIFICATION

CLINICAL LABORATORY SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2012, by and between the COUNTY OF LOS ANGELES (hereafter "County") and Primex Clinical Laboratories, Inc. (hereafter "Contractor") with the following business address at 16742 Stagg Street, #120, Van Nuys, CA 91406.

WHEREAS, County's Department of Mental Health operates various mental health clinics throughout Los Angeles County; and

WHEREAS, to ensure the proper care and treatment of certain qualified patients/clients at such clinics, clinical laboratory services must be available to County's medical staff at such clinics; and

WHEREAS, County has neither sufficient personnel nor adequate space at this time to provide all the needed clinical laboratory services at such clinics; and

WHEREAS, County's Director of Mental Health has made a finding that the clinical laboratory services to be provided hereunder are of an extraordinary professional and technical nature; and

WHEREAS, Contractor is equipped, staffed, and prepared to provide County with clinical laboratory services as described hereunder; and

WHEREAS, the following terms, as used in this Agreement, shall have the following meanings:

A. "Day(s)" means calendar day(s) unless otherwise specified;

B. "DMH" means County's Department of Mental Health;

C. "Clinic" means DMH's mental health clinics;

D. "Director" means County's Director of Mental Health or his authorized designee; and

WHEREAS, this Agreement is authorized by California Government Code Section 31000, California Welfare and Institutions Code (hereafter "WIC") Section 5600 et seq., and otherwise.

NOW, THEREFORE, Contractor and County agree as follows:

PREAMBLE

For over a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's

commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, businesses and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- Responsiveness
- Professionalism
- Accountability
- Compassion
- Integrity
- Commitment
- A Can-Do Attitude
- Respect for Diversity

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy – in isolation – can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✔ Families are treated with respect in every encounter they have with the health, educational,

and social services systems.

- ✔ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✔ There is no "wrong door": wherever a family enters the system is the right place.
- ✔ Families receive services tailored to their unique situations and needs.
- ✔ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✔ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✔ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✔ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✔ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✔ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✔ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✔ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✔ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County

human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community will continue to work together to develop ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service And Satisfaction Standards*** in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

/

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

1. TERM:

A. Initial Period: The Initial Period of this Agreement shall commence on July 1, 2012 and shall continue in full force and effect through June 30, 2013.

B. Automatic Renewal Period(s): After the Initial Period, this Agreement shall be automatically renewed four additional periods without further action by the parties hereto unless either party desires to terminate this Agreement at the end of either the Initial Period or First Automatic Renewal Period and gives written notice to the other party not less than 30 calendar days prior to the end of the Initial Period or the end of the First Automatic Renewal Period, as applicable.

C. Contractor Alert Reporting Database (CARD): 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.

(1) First Automatic Renewal Period: If this Agreement is automatically renewed, the First Automatic Renewal Period shall commence on July 1, 2013 and shall continue in full force and effect through June 30, 2014.

(2) Second Automatic Renewal Period: If this Agreement is automatically renewed, the Second Automatic Renewal Period shall commence on July 1, 2014 and shall continue in full force and effect through June 30, 2015.

(3) Third Automatic Renewal Period: If this Agreement is automatically renewed, the Third Automatic Renewal Period shall commence on July 1, 2015 and shall continue in full force and effect through June 30, 2016.

(4) Fourth Automatic Renewal Period: If this Agreement is automatically renewed, the Fourth Automatic Renewal Period shall commence on July 1, 2016 and shall continue in full force and effect through July 1, 2017.

2. TERMINATION WITHOUT CAUSE: This Agreement may be terminated by either party at any time without cause by giving at least 30 calendar days prior written notice to the other party.

3. IMMEDIATE TERMINATION BY COUNTY:

A. In addition to any other provisions for termination provided in this Agreement, this Agreement may be terminated by County immediately if County determines that:

(1) Contractor has failed to initiate delivery of services within 30 calendar days of the commencement date of this Agreement; or

(2) Contractor has failed to comply with any of the provisions of Paragraphs 18 (NONDISCRIMINATION IN SERVICES), 19 (NONDISCRIMINATION IN EMPLOYMENT), 21 (INDEMNIFICATION AND INSURANCE), 22 (WARRANTY AGAINST CONTINGENT FEES), 23 (CONFLICT OF INTEREST), 28 (DELEGATION AND ASSIGNMENT), 29 (SUBCONTRACTING), 51 (CERTIFICATION OF DRUG-FREE WORK PLACE), 54 (CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM), 56 (CHILD SUPPORT COMPLIANCE PROGRAM),and/or 69 (CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM); or

(3) In accordance with Paragraphs 33 (TERMINATION FOR INSOLVENCY), 34 (TERMINATION FOR DEFAULT), 35 (TERMINATION FOR IMPROPER CONSIDERATION), 52 (COUNTY LOBBYISTS), and/or 70 (TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM).

B. In the event that this Agreement is terminated, then:

(1) On or after the date of the written notice of termination, County, in its sole discretion, may stop all payments to Contractor.

(2) Upon issuance of any notice of termination, Contractor shall make immediate and appropriate plans to transfer or refer all patients/clients receiving services under this Agreement to other agencies for continuing services in accordance with the patient's/client's needs. Such plans shall be subject to prior written approval of Director or his designee, except that in specific cases, as determined by Contractor, where an immediate patient/client transfer or referral is indicated, Contractor may make an immediate transfer or referral. If Contractor terminates this Agreement, all costs related to all such transfers or referrals as well as all costs related to all continuing services shall not be a charge to this Agreement nor reimbursable in any way under this Agreement; and

(3) If Contractor is in possession of any equipment, furniture, removable fixtures, materials, or supplies owned by County as provided in Paragraph 44 (PURCHASES), the same shall be immediately returned to County.

(4) Any termination of this Agreement by County shall be approved by County's Board of Supervisors.

C. Six Months Notification of Agreement Expiration: Contractor shall notify County when this Agreement is within six (6) months of expiration. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 71 (NOTICES).

4. ADMINISTRATION: The Director of Mental Health (Director) shall have the authority to administer this Agreement on behalf of the County. All references to the actions or decisions to be made by the County in this Agreement shall be made by the Director unless otherwise expressly provided.

A. The Director may designate one of more persons to act as his/her designee for the purposes of administering this Agreement. Therefore "Director" shall mean "Director and/or his/her designee."

B. Contractor shall designate in writing a Contract Manager who shall function as liaison with County regarding Contractor's performance hereunder.

5. DESCRIPTION OF SERVICES: Contractor shall provide clinical laboratory services for patients/clients of County at the clinics, as described in Exhibit A (CLINICAL LABORATORY SERVICES). Contractor shall provide clinical laboratory services according to the test list approved by Director or designee, Exhibit B (TEST PRICE LIST), Exhibit B-1 (Contractor's DIRECTORY OF SERVICES), and/or as otherwise requested by Director, designee, or County physicians/nurse practitioners following procedures set forth in Exhibit A (CLINICAL LABORATORY SERVICES), Paragraph 12 (BILLING AND AUDIT REQUIREMENTS), Subparagraph E (TEST PRICE LIST).

6. FINANCIAL PROVISIONS:

A. General: County agrees to reimburse Contractor during the term of this Agreement for providing clinical laboratory services in accordance with DMH policies and procedures and all other applicable federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives. Reimbursement shall be at the rate as mutually agreed upon between County and Contractor and as shown on the TEST PRICE LIST less all fees paid by or on behalf of patients/clients receiving services hereunder and all other revenue, interest and return to Contractor.

B. Limitation of Payments Based on Funding and Budgetary Restrictions

(1) This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State which may in any way affect the provisions or funding of this Agreement, including, but not limited to, those contained in State's Budget Act.

(2) This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.

(3) In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in County contracts, the County reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, and the services to be provided by the Contractor under this Agreement shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30

calendar days of the Board's approval of such action. Except as set forth above in this Paragraph 6 (B-3), the Contractor shall continue to provide all of the services set forth in this Agreement.

(4) Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during this or any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Contractor of any such non-appropriation of funds at the earliest possible date.

C. Use of Certain Non-County Funds: A review of Contractor's expenditures and commitments to utilize any non-County funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by Director, shall be conducted by County and Contractor midway through each Fiscal Year during the term of this Agreement, midway through the applicable time limitation period for such non-County funds if such period is less than a Fiscal Year, and/or at any other time or times during each Fiscal Year as requested by Director. At least fifteen (15) days prior to each such review, Contractor shall provide Director with a current update of all Contractor's expenditures and commitments of such non-County funds during such Fiscal Year or other applicable time period.

D. Contractor Requested Changes:

If Contractor desires any change in the terms and conditions of this Agreement, Contractor shall request such change in writing prior to April 1 of the Fiscal Year for which the change would be applicable, unless otherwise agreed to by County.

(a) All changes requested by Contractor shall be made by an Amendment pursuant to Agreement Paragraph 38 (ALTERATION OF TERMS).

E. Delegated Authority:

(1) Notwithstanding any other provision of this Agreement, the Director may, without further action by County's Board of Supervisors, prepare and sign amendments to this Agreement under the following conditions.

(a) County's Board of Supervisors has appropriated sufficient funds for all changes described in each such amendment to this Agreement; and

(b) Approval of County Counsel and the Chief Executive Officer is obtained prior to any such amendment to this Agreement.

(c) Director shall notify County's Board of Supervisors and the Chief Executive Officer of all Agreement changes in writing within 30 calendar days following execution of any such amendment(s).

F. No Payment for Services Rendered Following Expiration/Termination of Agreement: Contractor shall have no claim against County for payment of any money, or reimbursement of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement or any part thereof. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

G. Contractor agrees to hold harmless both the State and beneficiary in the event County cannot or will not pay for services performed by Contractor pursuant to this Agreement.

7. BILLING AND PAYMENT:

A. Contractor shall bill County monthly in arrears for all clinical laboratory tests provided for patients/clients at the clinic according to the TEST PRICE LIST (Exhibit B) approved by the Director or designee, Contractor's DIRECTORY OF SERVICES (Exhibit B-1), and/or as otherwise requested by the Director or designee. County shall not be held financially liable for any clinical laboratory tests performed by the Contractor which are not on the approved TEST PRICE LIST (Exhibit B) and which may not be included in the Contractor's DIRECTORY OF SERVICES (Exhibit B-1), unless such tests are ordered by County physicians/nurse practitioners and deemed medically necessary by the Director or designee.

1. All billings shall be submitted on forms approved by the County and shall clearly identify each specific test billed and Contractor's Unit Price Per Test as shown on Exhibit B as well as the other information required under this Agreement.

2. Billings shall be submitted electronically to County no later than the 15th day of the month following the month the test was provided.

3. County shall pay Contractor within 30 calendar days after confirmation of complete, verified, and correct billings less adjustments, if any.

4. Contractor has up to a maximum of six (6) months from the date of each clinical laboratory services requisition order to bill County for reimbursement. County will not pay Contractor for any late invoices submitted after the six-month limit from the date of the clinical laboratory services requisition orders.

B. County is the Payor of Last Resort: County is only responsible for patients/clients who have no health insurance. If the patient/client has other health insurance, e.g., Medi-Cal, Medi-Cal HMO, Medicare, private health insurance, or any other third-party payor, such other third party payors must be billed first for the clinical laboratory services. County shall have no obligation to pay any portion of said bills until after other health insurance payor sources have paid their portions and all review and appeals processes, if any, for disallowed laboratory tests have been completed. Contractor shall, in cooperation with County clinics, develop processes to ensure all processed laboratory request orders are documented with valid DMH client identification numbers also known as Integrated System (IS) numbers for the purpose of verifying eligibility and client identification. It is the responsibility of Contractor to ensure that: (1) claims are billed appropriately by reviewing each bill before it is sent to County, reviewing each monthly statement issued by County and issuing a refund check to the County for any claims that were inappropriately billed and/or paid within 30 days of discovery of the error; (2) a patient's/client's eligibility or ineligibility is verified for a Third-Party Insurer and should a patient/client be covered by a Third-Party Insurer, Contractor shall submit claims to County only for laboratory tests that are disallowed by Third-Party Insurers provided that proof of documentation of denial of service is attached; and (3) proof of documentation relevant to the patient's/client's Medi-Cal eligibility status is obtained and maintained before billing the County.

C. Contractor shall cooperate with County to bill Medi-Cal or other third-party payors and reimburse County for prior paid claims when eligible patients/clients are identified and transmitted to Contractor. County may withhold such reimbursable amounts from future payments to Contractor.

D. County's Withholding of Payment for Inappropriately Billed Claims: County shall conduct a quarterly review of paid claims against a Medi-Cal claims database to determine questionable or inappropriately billed claims. If Contractor fails to submit service data as required by County, then the County may, in its discretion, withhold all or a portion of its payment until County is in receipt of complete and correct service data and such service data has been reviewed and approved by the County. As part of the review, County may request data from Contractor relating to billing and service provision. Additionally, County reserves the right to recover funds paid on inappropriately billed claims by withholding payments or by requesting reimbursement from Contractor. Repeated improper billing practices may be cause for contract termination.

1. The County shall provide Contractor with written notice of the County's decision to withhold payment, including the reason(s) for the intended action and identification of the incomplete or incorrect service data within 60 days of the close of the fiscal year quarter. Contractor may, within 30 calendar days, respond and appeal in writing to each withholding.

2. It is anticipated that County shall withhold amounts approximately 75 days after the date of the withhold notification, or 135 days after the end of the quarter period under review. The timeframe between notification of the withhold and the actual withhold, which is usually about 75 days, is in part to allow the Contractor time to appropriately bill Medi-Cal or other third-party payor source.

E. County Suspension of Payment for Default: The County may suspend payments to Contractor if the County determines that Contractor is in default under any of the provisions of this Agreement.

1. Except in cases of alleged fraud or similar intentional wrongdoing or a reasonable good faith determination of Contractor's impending insolvency, County shall provide Contractor with at least 30 calendar days' notice of such suspension, including a statement of the reason(s) for such suspension. Thereafter, Contractor may, within 15 calendar days, request reconsideration of the County's decision to suspend payment. Suspension of payment to Contractor shall not take effect pending the results of such reconsideration process.

2. Upon receiving a request for reconsideration from Contractor, County shall, within 15 calendar days, schedule a meeting with Contractor to consider Contractor's request to reconsider its action. At said meeting, Contractor may present to the County information or documentation relevant to the circumstances that led the County to take such actions and may propose alternative actions.

3. Within 15 calendar days of said meeting, County shall, in writing, notify Contractor of its final decision. The decision of the Director will be final.

F. Contractor agrees to hold harmless both the State and beneficiary in the even County cannot or will not pay for services performed by Contractor pursuant to this Agreement.

8. STAFFING: Contractor shall operate throughout the term of this Agreement with staff, including, but not limited to, professional staff, who approximate the type and number as indicated in the Contractor's Proposal/Negotiation Package for this Agreement and as required by WIC and CCR, Los Angeles County DMH, and shall only function within the scope of practice as dictated by licensing boards/bodies.

9. STAFF TRAINING AND SUPERVISION: Contractor shall institute and maintain an in-service training program in which all its professional, paraprofessional, intern, student and clinical volunteer personnel shall participate. Contractor shall institute and maintain appropriate supervision of all persons providing services under this Agreement with particular emphasis on the supervision of paraprofessionals, interns, students, and clinical volunteers. Contractor shall be responsible for the provision of mandatory training for all staff at the time of initial employment and on an ongoing basis as required by federal and State law, including but not limited to HIPAA and Sexual Harassment, and other State and County policies and procedures as well as on any other matters that County may reasonably require.

Contractor shall document and make available upon request by the federal, State and/or County the type and number of hours of training provided to Contractor's officers, employees, agents, and subcontractors.

10. PROGRAM SUPERVISION, MONITORING AND REVIEW:

A. Pursuant to WIC Section 5608 and CCR Title 9, Section 521, all services hereunder shall be provided by Contractor under the general supervision of Director. Director shall have the right to monitor and specify the kind, quality, appropriateness, timeliness, and amount of services, and the criteria for determining the persons to be served.

B. Upon receipt of any contract monitoring report pertaining to services/activities under this Agreement, Contractor shall respond in writing to person(s) identified within the time specified in the contract monitoring report. Contractor shall, in its written response, either acknowledge the reported deficiencies or present additional evidence to dispute the findings. In addition, Contractor must submit a plan for immediate correction of all deficiencies.

C. In the event of a State audit of this Agreement, if State auditors disagree with County's official written instructions to Contractor in its performance of this Agreement, and if such disagreement results in a State disallowance of any of Contractor's costs hereunder, then County shall be liable for Contractor's disallowed costs as determined by State.

D. To assure compliance with this Agreement and for any other reasonable purpose relating to performance of this Agreement, and subject to the provisions of State and federal law, authorized County, State, and/or federal representatives and designees shall have the right to enter Contractor's premises (including all other places where duties under this Agreement are being performed), with or without notice, to: inspect, monitor and/or audit Contractor's facilities, programs and procedures, or to otherwise evaluate the work performed or being performed; review and copy any records and supporting documentation pertaining to the performance of this Agreement; and elicit information regarding the performance of this Agreement or any related work. The representatives and designees of such agencies may examine, audit and copy such records at the site at which they are located. Contractor shall provide access to facilities and shall cooperate and assist County, State, and/or federal representatives and designees in the performance of their duties. Unless otherwise agreed upon in writing, Contractor must provide specified data upon request by County, State, and/or federal representatives and designees within 10 business days.

11. PUBLIC RECORDS ACT:

A Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 16 - Record Retention and Inspection/Audit Settlement of this Agreement; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Agreement, become the exclusive property of the County. All such documents

become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

B. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

12. PUBLICITY:

A. The Contractor shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Agreement within the following conditions:

(1) The Contractor shall develop all publicity material in a professional manner; and

(2) During the term of this Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

B. The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph 15 shall apply.

13. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT: The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. The Contractor

agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Agreement and for a period of seven (7) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

(1) In the event that an audit of the Contractor is conducted specifically regarding this Agreement by any federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the DMH's Contracts Development and Administration Division within 30 days of the Contractor's receipt thereof, unless otherwise provided by applicable federal or State law or under this Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

(2) Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 13 shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

(3) If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County conduct an audit of the Contractor regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor

by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

(4) Federal Access to Records: If, and to the extent that Section 1861(v)(1)(I) of the Social Security Act [42 United States Code Section 1395x(v) (1) (I)] is applicable, Contractor agrees that for a period of seven (7) years from the date services were rendered under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars ($10,000) or more over a 12 month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

14. REPORTS: Contractor shall make reports as required by Director or by State regarding Contractor's activities and operations as they relate to Contractor's performance of this Agreement. In no event may County require such reports unless it has provided Contractor with at least 30 calendar days' prior written notification. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

15. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all records and information, including, but not limited to, claims, County records, patient/client records and information, in accordance with WIC Sections 5328 through 5330, inclusive, and all other applicable County, State, and Federal laws, ordinances, rules, regulations, manuals guidelines, and directives, relating to confidentiality. Contractor shall require all its officers, employees, and agents providing services hereunder to acknowledge, in writing, understanding of, and agreement to fully comply with, all such confidentiality provisions. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising from any disclosure of such records and information by Contractor, its officers, employees, or agents.

16. PATIENTS'/CLIENTS' RIGHTS: Contractor shall comply with all applicable patients'/clients' rights provisions, including, but not limited to, WIC Section 5325 et seq., CCR Title 9, Section 850 et seq., and CCR Title 22. Further, Contractor shall comply with all patients'/clients' rights policies provided by County. County Patients' Rights Advocates shall be given access by Contractor to all patients/clients, patients'/clients' records, and Contractor's personnel in order to monitor Contractor's compliance with all applicable statutes, regulations, manuals and policies.

17. REPORTING OF PATIENT/CLIENT ABUSE AND RELATED PERSONNEL REQUIREMENTS:

A. Elders and Dependent Adults Abuse: Contractor, and all persons employed or subcontracted by Contractor, shall comply with WIC Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults under the care of Contractor either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by WIC Sections 15630, and permitted by Sections 15631 and 15632. Contractor and all persons employed or subcontracted by Contractor shall make the report on such abuse, and shall submit all required information, in accordance with WIC Sections 15630, 15633 and 15633.5.

B. Minor Children Abuse: Contractor and all persons employed or subcontracted by Contractor, shall comply with California Penal Code Section 11164 et seq. and shall report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by California Penal Code Sections 11164, 11165.8 and 11166. Contractor and all persons employed or subcontracted by Contractor, shall make the report on such abuse, and shall submit all required information, in accordance with California Penal Code Sections 11166 and 11167.

C. Contractor Staff:

(1) Contractor shall assure that any person who enters into employment as a care custodian of elders, dependent adults or minor children, or who enters into employment as a health or other practitioner, prior to commencing employment, and as a prerequisite to that employment, shall sign on a form provided by Contractor in accordance with the above code sections a statement to the effect that such person has knowledge of, and will comply with, these code sections.

(2) Contractor shall assure that clerical and other non-treatment staff who are not legally required to report suspected cases of abuse, consult with mandated reporters upon suspecting any abuse.

(3) For the safety and welfare of elders, dependent adults, and minor children, Contractor shall, to the maximum extent permitted by law, ascertain arrest and conviction records for all current and prospective employees and shall not employ or continue to employ any person convicted of any crime involving any harm to elders, dependent adults, or minor children.

(4) Contractor shall not employ or continue to employ any person whom Contractor knows, or reasonably suspects, has committed any acts which are inimical to the health, morals, welfare, or safety of elders, dependent adults or minor children, or which otherwise make it inappropriate for such person to be employed by Contractor.

18. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision of services hereunder because of race, religion, national origin, ancestry, gender, age, marital status, sexual orientation and/or physical or mental handicap or medical conditions (except to the extent clinically appropriate), in accordance with requirements of federal and State law. For the purpose of this Paragraph 18, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is different or is provided in a different manner or at a different time from that provided to others; subjecting any person to segregation or separate treatment in any matter related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment, eligibility, membership, or any other requirement or condition which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative steps to ensure that those persons who qualify for services under this Agreement are provided services without regard to ability to pay or source of payment, race, religion, national origin, ancestry, gender, age, marital status, sexual orientation and/or physical or mental handicap, or medical conditions.

B. Contractor shall establish and maintain written complaint procedures under which any person applying for or receiving any services under this Agreement may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the rendering of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to Director for the purpose of presenting his complaint of the alleged discrimination. Such complaint procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, such person may appeal the matter to the State, if appropriate.

19. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to, or because of, race, color, religion, national origin, ancestry, gender, age, marital status, sexual orientation, condition of physical disability (including HIV and AIDS) or mental disability, medical condition (e.g., cancer), denial of family care leave, or political affiliation, and in compliance with all applicable federal and State anti-discrimination laws and regulations. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

B. Contractor shall take affirmative steps to ensure that qualified applicants are employed, and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, gender, age, marital status, sexual orientation, condition of physical disability (including HIV and AIDS) or mental disability, medical condition (e.g., cancer), denial of family care leave, or political affiliation. Such treatment shall include, but is not limited to, the following actions: employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, including apprenticeship, and granting or denying family care leave. Contractor shall not discriminate against or harass, nor shall it permit harassment of, its employees during employment based upon race, color, religion, national origin, ancestry, gender, age,

marital status, sexual orientation, condition of physical disability (including HIV and AIDS) or mental disability, medical condition (e.g., cancer), denial of family care leave, or political affiliation in compliance with all applicable federal and State anti-discrimination laws and regulations. Contractor shall insure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment, and will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.).

C. Contractor shall deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, national origin, ancestry, gender, age, marital status, sexual orientation, condition of physical disability (including HIV and AIDS) or mental disability, medical condition (e.g., cancer), denial of family care leave, or political affiliation. Further, Contractor shall give written notice of its obligations under this Paragraph 19 to labor organizations with which it has a collective bargaining or other agreement.

D. Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with the provisions of this Paragraph 19 when so requested by Director.

E. If County finds that any of the above provisions has been violated, the same shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement. The County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated. In addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

F. In the event that Contractor violates any of the anti-discrimination provisions of this Paragraph 19, County shall be entitled, at its option, to the sum of FIVE HUNDRED DOLLARS ($500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

20. FAIR LABOR STANDARDS: Contractor shall comply with all applicable provisions of the Federal Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees, and

agents, from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for services performed by Contractor's employees for which County may be found jointly or solely liable.

21. INDEMNIFICATION AND INSURANCE:

A. Indemnification: Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed, officers, employees, and 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 the Contractor's acts and/or omissions arising from and/or relating to this Agreement.

B. General Provisions for all Insurance Coverage: Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Subparagraphs B and C of this Paragraph 21. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

(1) Evidence of Coverage and Notice to County

(a) Certificate(s) of insurance coverage (Certificate) satisfactory to County, and Additional Insured language confirming County and its Agents (defined below) has been given Insured status under the Contractor's Excess Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

(b) Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.

(c) Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000) dollars, and list any County required endorsement forms.

(d) Neither the County's receipt of or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Los Angeles County - Department of Mental Health

Contracts Development and Administration Division

550 S. Vermont Ave., 5th Floor

Los Angeles, CA 90020

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its sub-contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

(2) Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, elected officials, officers, agents, employees and volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's Excess Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents' additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts

or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as additional insureds, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

(3) Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

(4) Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

(5) Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

(6) Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

(7) Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

(8) Subcontractor Insurance Coverage Requirements

Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

(9) Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

(10) Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

(11) Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

(12) Alternative Risk Financing Programs

The County reserves the right to review Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

(13) County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

C. Insurance Coverage

(1) Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

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

(2) Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

(3) Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy

the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

(4) Unique Insurance Coverage

a. Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than $1 million per claim and $3 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

22. WARRANTY AGAINST CONTINGENT FEES: Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for any commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business. For Contractor's breach or violation of this warranty, County may, in its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

23. CONFLICT OF INTEREST:

A. No County employee whose position in County enables such employee to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

B. Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, without limitation, identification of all

persons implicated and complete description of all relevant circumstances.

24. UNLAWFUL SOLICITATION: Contractor shall require all of its employees to acknowledge, in writing, understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral services of all those bar associations within the County of Los Angeles that have such a service.

25. INDEPENDENT STATUS OF CONTRACTOR:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

C. Contractor understands and agrees that all persons performing services pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all workers' compensation benefits to any person as a result of any injuries arising from or connected with any services performed by or on behalf of Contractor pursuant to this Agreement.

D. Contractor shall obtain and maintain on file an executed Contractor Employee Acknowledgment of Employer, in the form as contained in Contractor's Proposal/Negotiation Package for this Agreement, for each of its employees performing services under this Agreement. Such Acknowledgments shall be executed by each such employee on or immediately after the commencement

date of this Agreement but in no event later than the date such employee first performs services under this Agreement.

26. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR FORMER COUNTY EMPLOYEES ON A REEMPLOYMENT LIST: Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the term of this Agreement.

27. CONSIDERATION FOR HIRING GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT: Should contractor require additional or replacement personnel after the effective date of this Agreement, contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet contractor's minimum qualifications for the open position. If contractor decides to pursue consideration of GAIN/GROW participants for hiring, Contractor shall provide information regarding job openings and job requirements to Department of Public Social Services' GAIN/GROW staff at GAINGROW@dpss.lacounty.gov. County will refer GAIN/GROW participants, by job category, to Contractor.

Note: In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

28. DELEGATION AND ASSIGNMENT BY CONTRACTOR:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to this Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

29. SUBCONTRACTING:

A. No performance of this Agreement, or any portion thereof, shall be subcontracted by Contractor without the prior written consent of County as provided in this Paragraph 29. Any attempt by Contractor to subcontract any performance, obligation, or responsibility under this Agreement, without the prior written consent of County, shall be null and void and shall constitute a material breach of this Agreement. Notwithstanding any other provision of this Agreement, in the event of any such breach by Contractor, this Agreement may be terminated forthwith by County. Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement.

B. If Contractor desires to subcontract any portion of its performance, obligations, or responsibilities under this Agreement, Contractor shall make a written request to County for written approval to enter into the particular subcontract. Contractor's request to County shall include:

(1) The reasons for the particular subcontract.

(2) A detailed description of the services to be provided by the subcontract or.

(3) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.

(4) A description of the proposed subcontract amount and manner of compensation, together with Contractor's cost or price analysis thereof.

(5) A copy of the proposed subcontract which shall contain the following provision: "This contract is a subcontract under the terms of the prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract."

(6) A copy of the proposed subcontract, if in excess of $10,000 and utilizes public funds, shall also contain the following provision:

> "The contracting parties shall be subject to the examination and audit of the State Auditor, pursuant to the California Government Code, Section 8546.7.for a period of seven (7) years from the end of the Fiscal Year in which such services were provided or until final resolution of any audits, whichever occurs later."

Further, the Contractor will also be subject to the examination and audit of the State Auditor, pursuant to the Government Code, Section 8546.7 for a period of seven (7) years from the end of the Fiscal Year in which such services were provided or until final resolution of any audits, which ever occurs later.

(7) Any other information and/or certifications requested by County.

C. County shall review Contractor's request to subcontract and shall determine, in its sole discretion, whether or not to consent to such request on a case-by-case basis.

D. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and legal fees, arising from or related to Contractor's use of any subcontractor, including any officers, employees, or agents of any subcontractor, in the same manner as required for Contractor, its officers, employees, and agents, under this Agreement.

E. Notwithstanding any County consent to any subcontracting, Contractor shall remain fully liable and responsible for any and all performance required of it under this Agreement, and no subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, or responsibilities, to County, nor

shall such approval limit in any way any of County's rights or remedies contained in this Agreement. Additionally, County approval of any subcontract shall not be construed in any way to constitute the determination of the allowability or appropriateness of any cost or payment under this Agreement.

F. In the event that County consents to any subcontracting, such consent shall be subject to County's right to give prior and continuing approval of any and all subcontractor personnel providing services under such subcontract. Contractor shall assure that any subcontractor personnel not approved by County shall be immediately removed from the provision of any services under the particular subcontract or that other action is taken as requested by County. County shall not be liable or responsible in any way to Contractor, to any subcontractor, or to any officers, employees, or agents of Contractor or any subcontractor, for any liability, damages, costs or expenses arising from or related to County's exercise of such right.

G. In the event that County consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, to any subcontractor, or to any officers, employees, or agents of Contractor or any subcontractor, for any liability, damages, costs, or expenses arising from or related to County's exercise of such right.

H. In the event that County consents to any subcontracting, each and all of the provisions of this Agreement and any Amendment thereto shall extend to, be binding upon, and inure to the benefit of, the successors or administrators of the respective parties.

I. In the event that County consents to any subcontracting, such consent shall apply to each particular subcontract only and shall not be, or be construed to be, a waiver of this Paragraph 29 or a blanket consent to any further subcontracting.

J. In the event that County consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments and/or other compensation to all subcontractors and their officers, employees, and agents. County shall have no liability or responsibility whatsoever for any payment and/or other compensation for any subcontractors or their officers, employees, and agents.

K. Contractor shall deliver to the Chief of DMH's Contracts Development and Administration Division a fully executed copy of each subcontract entered into by Contractor pursuant to this

Paragraph 29, on or immediately after the effective date of the subcontract but in no event later than the date any services are performed under the subcontract.

L. In the event that County consents to any subcontracting, Contractor shall obtain and maintain on file an executed Subcontractor Employee Acknowledgment of Employer, in the form as contained in Contractor's Negotiation Package for the Agreement, for each of the subcontractor's employees performing services under the subcontract. Such Acknowledgments shall be obtained and maintained on file and made available upon request on or immediately after the commencement date of the particular subcontract but in no event later than the date such employee first performs any services under the subcontract.

M. County shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractor or its officers, employees, and agents.

N. Director or his designee is hereby authorized to act for and on behalf of County pursuant to this Paragraph 29, including, but not limited to, consenting to any subcontracting.

30. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all federal laws, including, but not limited to, Title XIX of the Social Security Act, State, and local laws, ordinances, rules, regulations, manuals, guidelines, Americans with Disabilities Act (ADA) standards, and directives applicable to its performance hereunder. Further, all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

B. Contractor shall indemnify and hold harmless County from and against any and all liability, damages, costs or expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of Contractor, its officers, employees, or agents, of any such federal, State or local laws, ordinances, rules, regulations, manuals, guidelines, ADA standards, or directives.

C. Contractor shall maintain in effect an active compliance program in accordance with the recommendations set forth by the Department of Health and Human Services, Office of the Inspector General.

D. Duty to Notify: Contractor agrees to notify County of any and all legal complaints, citations, enforcement proceedings, administrative proceedings, judgments or litigation, known to

Contractor, whether civil or criminal initiated against Contractor, its officers, employees, or agents which are likely to have a material effect on the organization's stewardship, financial position and/or ability to perform and deliver services under this Agreement.

31. THIRD PARTY BENEFICIARIES: Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement.

32. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates, as required by all federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to Contractor's facility(ies) and services under this Agreement. Contractor shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation, and certificate as required by all applicable federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines and directives shall be provided, in duplicate, to DMH's Contracts Development and Administration Division.

33. TERMINATION FOR INSOLVENCY:

A. County may terminate this Agreement immediately in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code.

(2) The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code.

(3) The appointment of a Receiver or Trustee for Contractor.

(4) The execution by Contractor of a general assignment for the benefit of creditors.

B. The rights and remedies of County provided in this Paragraph 33 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

34. TERMINATION FOR DEFAULT:

A. County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two (2) circumstances, does not cure such failure within a period of 5 days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

B. In the event that County terminates this Agreement as provided in Subparagraph A, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services.

C. The rights and remedies of County provided in this Paragraph 34 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

35. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by the Contractor.

Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

36. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

37. CAPTIONS AND PARAGRAPH HEADINGS: Captions and paragraph headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing this Agreement.

38. ALTERATION OF TERMS: No addition to, or alteration of, the terms of the body of this Agreement, or the Exhibits hereto, whether by written or oral understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written Amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

39. ENTIRE AGREEMENT: The body of this Agreement and Exhibits A, B, B-1, C, D, E, F, G and H, attached hereto and incorporated herein by reference, shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, or schedule, or the contents or description of any service or other work, or otherwise, between the body of this Agreement and the other referenced documents, or between such other documents, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement and then to such other documents according to the following priority:

1. Exhibit A, B, B-1, C, D, E, F, G and H.
2. Proposal/Negotiation Package.

40. WAIVER: No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 40 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

41. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all federal statutes and regulations regarding employment of aliens and others and that all its employees performing services hereunder meet the citizenship or alien status requirements set forth in federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers and employees from and against any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

42. CONTRACTOR'S OFFICES: Contractor's business offices are located at: 16742 Stagg St., #120, Van Nuys, CA 91406. Contractor shall notify in writing DMH's Contracts Development and Administration Division, 550 South Vermont Avenue, 5th Floor, Los Angeles, California 90020, of any change in its business address at least ten (10) days prior to the effective date thereof.

43. PUBLIC ANNOUNCEMENTS AND LITERATURE: In public announcements and literature distributed by Contractor for the purpose of apprising patients/clients and the general public of the nature of its treatment services, Contractor shall clearly indicate that the services which it provides under this Agreement are funded by the County of Los Angeles.

44. PURCHASES:

A. Purchase Practices: Contractor shall fully comply with all federal, State and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures,

equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable federal, State and County laws, ordinances, rules, regulations, manuals, guidelines and directives, County shall retain all proprietary interest, except the use during the term of this Agreement, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any County funds. Upon the expiration or termination of this Agreement, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Agreement, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within 30 calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. County, in conjunction with Contractor, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Controls and Reports: Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds. Within 90 calendar days following the execution of this Agreement, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds. The inventory report shall be prepared by Contractor on a form or forms designated by Director, certified and signed by an authorized officer of Contractor, and one copy thereof shall be delivered to County within 30 calendar days of any change in the inventory. Within five business days after the expiration or termination of the Agreement, Contractor shall submit to County six copies of the same inventory report updated to the expiration or termination date of the Agreement, certified and signed by an authorized officer of Contractor, based on a physical count of all items of furniture, fixtures, equipment, materials, and supplies, as of such expiration or termination date.

D. Protection of Property in Contractor's Custody: Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds, against any damage or loss by fire, burglary, theft, disappearance,

vandalism or misuse. In the event of any burglary, theft, disappearance, or vandalism of any item of furniture, fixtures, equipment, materials, and supplies, Contractor shall immediately notify the police and make a written report thereof, including a report of the results of any investigation which may be made. In the event of any damage or loss of any item of furniture, fixtures, equipment, materials, and supplies, from any cause, Contractor shall immediately send Director a detailed, written report. Contractor shall contact DMH's Administrative Services Division for instructions for disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody: Upon the termination of the funding of any program covered by this Agreement, or upon the expiration or termination of this Agreement, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by County or its authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds, in the same condition as such property was received by Contractor, reasonable wear and tear excepted, or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement or adjustment connected with such property shall be in accordance with all applicable federal, State and County laws, ordinances, rules, regulations, manuals, guidelines and directives.

45. AUTHORIZATION WARRANTY: Contractor represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

46. GOVERNING LAW, JURISDICTION AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

47. RULES AND REGULATIONS: During the time that Contractor's employees or subcontractors are at any of County's facilities, Contractor and such persons shall be subject to the rules and regulations of the particular facility. The administrator of each of County's facilities served hereunder shall furnish a copy of its

rules and regulations to Contractor prior to 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 itself and such persons who may provide services hereunder with all such rules and regulations. Contractor agrees to permanently withdraw any of its employees or subcontractors from the provision of services hereunder upon written notice from Director that: (1) any such employee or subcontractor has violated such rules or regulations or (2) such employee's actions, while on County premises, indicate that such employee may adversely affect the delivery of mental health care services. Director must submit with such notice a written statement of the facts supporting any such alleged violation or action.

48. UTILIZATION OF COUNTY PERSONNEL: Except as may otherwise be expressly provided under this Agreement, County employees while on County time shall not be utilized by Contractor in the conduct of its services hereunder.

49. BUSINESS SOLICITATION AND RECEIPT OF NON-COUNTY COMPENSATION:

A. Contractor shall not either directly or through its officers, employees, agents, or subcontractors, solicit any business from any County patients/clients.

B. Contractor shall not, nor shall it permit any of its officers, employees, agents or subcontractors, to request, demand or accept, either directly or indirectly, any compensation or gratuity from any person, firm or corporation, for the provision of any services hereunder.

50. RESTRICTIONS ON LOBBYING: If any federal funds are to be used to pay for any of Contractor's services under this Agreement, Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds under this Agreement also fully complies with all such certification and disclosure requirements.

51. CERTIFICATION OF DRUG-FREE WORK PLACE: Contractor certifies and agrees that Contractor and its employees shall comply with DMH's policy of maintaining a drug-free work place. Contractor and its employees shall not manufacture, distribute, dispense, possess, or use any controlled substances as defined in 21 United States Code Section 812, including, but not limited to, marijuana, heroin, cocaine, and

amphetamines, at any of Contractor's facilities or work sites or County's facilities or work sites. If Contractor or any of its employees is convicted of or pleads nolocontendere to any criminal drug statute violation occurring at any such facility or work site, then Contractor, within five (5) days thereafter, shall notify Director in writing.

52. COUNTY LOBBYISTS: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

53. MAINTENANCE STANDARDS FOR SERVICE DELIVERY SITES: Contractor shall assure that all locations where services are provided under this Agreement are operated at all times in accordance with all County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facility(ies) shall include a review of compliance with this Paragraph 56.

54. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted, excluded or suspended from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within 30 calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion or suspension from participation in a federally funded health care program; and (2) any exclusionary or suspension action taken by any agency of the federal or State governments against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

There are a variety of different reasons why an individual or entity may be excluded from participating in a federally funded health care program. Sometimes, the exclusion is mandatory and in other

cases the Office of Inspector General (OIG), and State officials have the discretion not to exclude.

The mandatory bases for federal exclusion include: (1) felony convictions for program related crimes, including fraud or false claims, or for offenses related to the dispensing or use of controlled substances, or (2) convictions related to patient abuse.

Permissive exclusions may be based on: (1) conviction of a misdemeanor related to fraud or financial misconduct involving a government program; (2) obstructing an investigation; (3) failing to provide access to documents or premises as required by federal health care program officials; (4) conviction of a misdemeanor related to controlled substances; (5) failing to disclose information about the entity itself, its subcontractors or its significant business transactions; (6) loss of a State license to practice a health care profession; (7) default on a student loan given in connection with education in a health profession; (8) charging excessive amounts to a federally funded health care program or furnishing services of poor quality or which are substantially in excess of the needs of the patients; (9) paying a kickback or submitting a false or fraudulent claim. Persons controlling or managing excluded entities who knew of the conduct leading to the exclusion can themselves be excluded, and entities which are owned and controlled by excluded individuals can also be excluded.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal or State exclusion or suspension of Contractor or its staff members from such participation in a federally funded health care program. Contractor shall provide the certification set forth in Exhibit F as part of its obligation under this Paragraph 54.

Failure by Contractor to meet the requirements of this Paragraph 54 shall constitute a material breach of Agreement upon which County may immediately terminate or suspend this Agreement.

55. CONTRACTOR RESPONSIBILITY AND DEBARMENT: The following requirements set forth in the County's Non-Responsibility and Debarment Ordinance (Title 2, Chapter 2.202 of the Los Angeles County Code) are effective for this Agreement, except to the extent applicable State and/or federal laws are inconsistent with the terms of the Ordinance.

A. 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 the County's policy to conduct business only with responsible contractors.

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if the County acquires information concerning the performance of the Contractor on this or other Agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County Agreements for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing Agreements the Contractor may have with the County.

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

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

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

I. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

J. These terms shall also apply to subcontractors of County Contractors.

56. CHILD SUPPORT COMPLIANCE PROGRAM:

A. Contractor's Warranty of Adherence to County's Child Support Compliance Program: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its

taxpayers.

As required by County's Child Support Compliance Program Los Angeles County Code Chapter 2.200 and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 United States Code (USC) Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

B. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program: Failure of Contractor to maintain compliance with the requirements set forth in Subparagraph A (Contractor's Warranty of Adherence to County's Child Support Compliance 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 90 calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 34 (TERMINATION FOR DEFAULT) and pursue debarment of Contractor, pursuant to Los Angeles County Code Chapter 2.202.

57. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service (IRS) Notice 1015.

58. USE OF RECYCLED-CONTENT PAPER PRODUCTS: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on the Project.

59. QUALITY MANAGEMENT PROGRAM:

A. Contract shall establish and maintain a Quality Management Program. Contractor's written Quality Management Program shall describe its quality assurance, quality improvement and utilization review structure, process, decisions, actions and monitoring, in accordance with the

Department's Quality Improvement Program Policy No. 105.1, to ensure that the quality and appropriateness of care delivered to clients of the mental health system meets or exceeds the established County, State, and federal service standards and complies with the standards set by the State Department of Mental Health through the Medi-Cal Performance Contract.

B. The Contractor's Quality Management Program shall be consistent with Department's Quality Improvement Program Policy No. 105.1 including the Department's Quality Improvement Work Plan and participation in Service Area Quality Assurance and Quality Improvement Committee meetings as outlined in Policy No. 105.1.

C. The Contractor's Quality Management Program shall be consistent with the Department's Cultural Competency Plan.

D. The Contractor's level of performance under this Agreement shall be evaluated by the County no less than annually. Failure to meet performance standards may place Contractor's Agreement in jeopardy; performance deficits that are not remedied will be reported to the Board of Supervisors. The report shall include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or invoke other remedies as specified in this Agreement.

60. PERFORMANCE STANDARDS AND OUTCOME MEASURES: The Contractor shall comply with all applicable federal, State, and County policies and procedures relating to performance standards and outcome measures, including but not limited to those performance standards and outcome measures required by specific federal or State rules for entities receiving their funding.

Performance standards and/or outcome measures will be used as part of the determination of the effectiveness of the services delivered by Contractor.

61. CONSULTANT'S OBLIGATION AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (BUSINESS ASSOCIATE AGREEMENT): Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services.

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (together, the "Privacy and Security Regulations"). The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate ("Business Associate Agreement") in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

DEFINITIONS

1.1 "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.

1.2 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

1.3 "Electronic Health Record" has the same meaning as the term "electronic health record" in the HITECH Act, 42 U.S.C. Section 17921. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

1.4 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means: (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.

1.5 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

1.6 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.7 "Minimum Necessary" refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.

1.8 "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.

1.9 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) 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; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

1.10 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

1.11 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

1.12 "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.

1.13 "Services" has the same meaning as in the body of this Agreement.

1.14 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.

1.15 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.

1.16 Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information - Business Associate:

(a) shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 of this Agreement;

(b) shall Disclose Protected Health Information to Covered Entity upon request;

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

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

2.2 Prohibited Uses and Disclosures of Protected Health Information - Business Associate:

(a) shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.

(b) shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.

(c) shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not effect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

2.3 Adequate Safeguards for Protected Health Information - Business Associate:

(a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health

Information to the Minimum Necessary in accordance with the Privacy Regulation's minimum necessary standard as in effect or as amended.

(b) as to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

2.4 Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information. Business Associate

(a) shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law.

(b) shall report to Covered Entity each Security Incident of which Business Associate becomes aware.

(c) shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate as determined in accordance with the federal common law of agency.

2.4.1 Immediate Telephonic Report: Except as provided in Section 2.4.3, notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by a telephone call to 1-562-940-3335.

2.4.2 Written Report: Except as provided in Section 2.4.3, the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three

(3) business days from the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

Chief Privacy Officer

Kenneth Hahn Hall of Administration

500 West Temple Street

Suite 525

Los Angeles, California 90012

HIPAA@auditor.lacounty.gov

(213) 974-2166

(a) The notification required by Section 2.4 shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and

(b) the notification required by Section 2.4 shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R. 164.404(c), including:

(i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(iii) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;

(iv) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;

(v) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and

(vi) The name and contact information for the person most knowledge regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the information specified in section 2.3.2 (a) or (b) at the time of the notification required by Section 2.4.2, Business Associate shall provide such information promptly thereafter as such information becomes available.

2.4.3 Request for Delay by Law Enforcement: Business Associate may delay the notification required by section 2.4 if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay the notification, notice, or posting temporarily and no longer than thirty (30) days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.

2.5 Mitigation of Harmful Effect: Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement.

2.6 Breach Notification: Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:

(a) Notifying each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach;

(b) The notification required by paragraph (a) of this Section 2.6 shall include, to the extent possible:

(i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(iii) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;

(iv) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and

(v) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

(vi) The notification required by paragraph (a) of this section shall be written in plain language.

Covered Entity, in its sole discretion, may elect to provide the notification required by this Section 2.6, and Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

2.7 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the Federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.8 Access to Protected Health Information: Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to

the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

2.9 Amendment of Protected Health Information: Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

2.10 Accounting of Disclosures: Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

However, Business Associate is not required to provide an Accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.

Any accounting provided by Business Associate under this Section 2.10 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.10, Business Associate shall document the information specified in (a) through (d),

above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.10 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

2.11 Indemnification: Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the Federal Department of Health and Human Services and/or Office for Civil Rights.

OBLIGATION OF COVERED ENTITY

3.1 Obligation of Covered Entity: Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

TERM AND TERMINATION

4.1 Term: The term of this Business Associate Agreement shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

4.2 Termination for Cause: In addition to and notwithstanding the termination provisions set forth in this Agreement, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:

(a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;

(b) Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or

(c) If neither termination nor cure is feasible, report the violation to the Secretary of the Federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration:

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

MISCELLANEOUS

5.1 No Third Party Beneficiaries: Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

5.2 Use of Subcontractors and Agents: Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written

Agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.

5.3 Relationship to Services Agreement Provisions: In the event that a provision of this Business Associate Agreement is contrary to another provision of this Agreement, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of this Agreement.

5.4 Regulatory References: A reference in this Business Associate Agreement to a section in the Privacy or Security Regulations means the section as in effect or as amended.

5.5 Interpretation: Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

5.6 Amendment: The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information.

62. COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Service Program: This Agreement 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.

B. Written Employee Jury Service Policy:

(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 Los Angeles County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the Los Angeles 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 (5) 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.

(2) For purposes of this Section, "Contractor" means a person, partnership,

corporation or other entity which has an Agreement with the 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 Agreements 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 ninety (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 the County under the Agreement, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.

(3) If Contractor is not required to comply with the Jury Service Program when the Agreement 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 Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement 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.

(4) Contractor's violation of this section of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar Contractor from the award of future County Agreements for a period of time consistent with the seriousness of the breach.

63. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in

Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit G of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

64. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

65. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): The Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

66. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE (if applicable): The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable

Purposes Act requirements. By requiring Contractors to complete the certification in Exhibit H, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both (Los Angeles County Code Chapter 2.202).

67. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM: This Agreement is subject to all provisions of the County's ordinance entitled Local Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code. Specifically, Contractor shall pay particular attention to the following provisions in Chapter 2.204:

Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

If Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Agreement amount and what the County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any Contractor that has previously obtained proper certification,

however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Office of Affirmative Action Compliance of this information prior to responding to a solicitation or accepting a contract award.

68. FORCE MAJEURE:

A. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

B. Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet its obligations under this agreement. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

C. In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

69. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: 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. 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 County Code Chapter 2.206.

70. 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 Paragraph 69 (CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM) shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to Los Angeles County Code Chapter 2.206.

71. NOTICES: All notices or demands required or permitted to be given under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class, registered or certified mail, postage pre-paid, addressed to the parties at the following addresses and to the attention of the persons named. Director shall have the authority to execute all notices or demands which are required or permitted by County under this Agreement. Addresses and persons to be notified may be changed by either party by giving ten (10) days prior written notice thereof to the other party.

To Contractor: Primex Clinical Laboratories, Inc.
16742 Stagg Street, #120
Van Nuys, CA 91406

Attention _____

To County: Department of Mental Health
Contracts Development and
Administration Division
550 South Vermont Ave., 5TH Floor
Los Angeles, CA 90020

Attention: _____

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by County's Director of Mental Health, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
MARVIN J. SOUTHARD, D.S.W.
Director of Mental Health

Primex Clinical Laboratories, Inc.
CONTRACTOR

By _____

Name _____

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development
and Administration Division

EXHIBIT A

CLINICAL LABORATORY SERVICES

1. GENERAL: Contractor shall provide clinical laboratory test services countywide as requested by Director for mental health patients/clients who receive prescription medication treatment at directly-operated clinics/programs. Drug therapy and associated care often require supporting clinical laboratory services to ensure patient safety and treatment efficacy. Contractor shall maintain at all times qualified personnel, equipment, and supplies to meet the clinical laboratory service needs of directly-operated clinics/programs and to perform the services under this Agreement, including, but not limited to, the following:

A. At regularly scheduled times as well as on an as needed or STAT basis, Contractor shall provide phlebotomy services for mental health patients/clients at the clinics/programs (e.g., drawing of blood samples for specific test(s), etc.). STAT basis is defined as services which are requested at once by the mental health clinics/programs.

B. Contractor shall transport all test specimens under adequately controlled conditions to Contractor's clinical laboratory(ies) for testing and analysis and submit documented results by fax or electronically to County's physician/nurse practitioner who ordered the particular test at the clinic/program.

C. Contractor shall analyze routine tests according to Exhibit B (TEST PRICE LIST) and shall analyze STAT tests as soon as possible or within four (4) hours from time of the call/order request.

D. Contractor shall report routine test results as specified in Exhibit B to the concerned clinic/program according to the reporting requirements set forth in Paragraph 9 (REPORTING REQUIREMENTS) of this Exhibit. In the case of STAT tests, results shall be reported by documented telephone report or other equally rapid and available means (e.g., computer printout, facsimile copy, hard copy courier report delivery, etc.) to the concerned clinic/program as soon as the test is completed, and a written report to County's physician/nurse practitioner who ordered the particular test at the clinic/program shall follow.

E. Contractor's laboratory director and personnel shall be available to County staff for consultation regarding receipt, performance, results, and both methodological and clinical interpretation of results of laboratory testing.

F. Contractor and its staff shall conform to all applicable County rules and regulations while conducting clinical laboratory tests for patients/clients of County on County premises.

2. DEFINITIONS: As used in this Agreement, the following terms shall have the following meanings:

A. Turnaround Time: For routine laboratory tests, the turnaround time shall be the interval between the time the specimens are picked up (a routine schedule pick up time established by Director for each clinic) and the time the printed result(s) is (are) returned to the concerned clinic. For STAT laboratory tests, the turnaround time shall be four (4) hours or the interval from the time Contractor is notified that a STAT specimen is available for pick up to the time that the printed result is transmitted and

produced on a printer in the concerned clinic/program or a documented telephone result is reported to the concerned clinic/program when a printer is not available in the concerned clinic/program, whichever is less.

B. Holiday: State and nationally recognized holidays, including, but not necessarily limited to, New Year's Day, Dr. Martin Luther King, Jr.'s Birthday, President's Birthday (combined Lincoln's and Washington's Birthdays), Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving weekend, and Christmas Day.

C. STAT Service: Upon receipt of a request to provide clinical laboratory services at once, Contractor shall: (1) immediately dispatch a special representative to pick up the specimen, (2) perform the test as rapidly as possible or within four (4) hours, whichever is less, (3) report the result by computer terminal printout to the concerned clinic/program or by documented telephone report or other equally rapid and available means (e.g., computer printout, facsimile copy, hard copy courier report delivery, etc.) as soon as the test is completed; and (4) return a written copy of the reported tests to such clinic/program according to the same reporting requirements set forth in this Agreement.

D. Full-Time Personnel: Normally present in the laboratory between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except on holidays.

E. Test Price List: List of tests and fees shown in Exhibit B (TEST PRICE LIST).

3. PERSONNEL REQUIREMENTS: In addition to other laboratory personnel requirements defined by Federal or State law, or both, the following personnel requirements are applicable:

A. Contractor shall have one or more full-time laboratory directors who shall be a physician, licensed to practice medicine in the applicable State from which services are to be rendered, and shall further be Board certified in Anatomical and Clinical Pathology. More than one full-time laboratory director may be used to fulfill both requirements.

Director shall be given written notice within 30 days of any change in the laboratory director(s) or staff pathologist. Such notice shall include the new laboratory director's or new staff pathologist's current curriculum vitae.

B. Contractor shall, at any time, have sufficient numbers of full-time applicable State licensed physician, Ph.D.s, and clinical laboratory services staff commensurate with the complexity, diversity, and quantity of tests performed at that time.

C. Contractor's laboratory director and personnel shall be available to County staff for consultation regarding receipt, performance, results, and both methodological and clinical interpretation of results of laboratory testing.

D. Contractor shall ensure that criminal clearances and background checks have been conducted for all staff, volunteers, and all Subcontractors' staff, prior to beginning and continuing work under any resulting contract. The cost of such criminal clearances and background checks is the responsibility of the Contractor whether or not

the Contractor or Subcontractors' staff pass or fail the background and criminal clearance investigations.

4. INSPECTIONS: Contractor shall make its personnel, facilities, and techniques available for inspection at reasonable times without prior notice by authorized representatives of Director, County's Auditor-Controller, Joint Commission on Accreditation of Healthcare Organizations (JCAHO), Clinical Laboratory Improvement Amendment (CLIA), and/or the State of California Department of Health Services (SDHS), if applicable.

5. QUALITY CONTROL AND QUALITY ASSURANCE: Contractor shall have an ongoing system of quality control and keep quality control records for each laboratory test it performs. The Quality Control Plan shall assure that procedures are in place for identifying and correcting clinical laboratory testing deficiencies, handling complaints and incident reports, and ensuring compliance with all requirements, County, State, and Federal audits, and professions and legal standards. The Plan shall include, but is not necessarily limited to: (1) methods for determination of accuracy consistent with national quality and performance standards and (2) participation in national proficiency testing programs. County representatives, duly authorized by Director, shall have access to these records when such access is required for the administration or audit of this Agreement. In addition, Contractor shall be prepared to provide details of its procedures, including documentation of source material, accuracy, sensitivity, specificity, and precision for each test provided; and Contractor shall provide accurate information regarding proper conditions for collecting test samples, including proper

preservation of samples, as well as information on patient conditions, medications, or other alterations of the sample which may interfere with test results or other proper interpretation of test results.

Contractor shall also have an ongoing quality assurance program that allows Director to review and monitor Contractor's performance.

Contractor's quality assurance program shall be approved in writing by Director, and shall include, but not necessarily be limited to: (1) providing Director access to original clinical material (e.g., County patient/client slides), of which there shall be no numeric or categorical limitations, within 48 hours if of a clinical significance and within five (5) days if for quality assurance purposes upon notification by Director to Contractor and (2) acceptance from Director and assaying of either blind, blind duplicates, or unknown clinical specimens, the results of which may provide the basis for continuation or discontinuation of this Agreement.

6. TEST AVAILABILITY: All tests shall be completed and the results made available as quickly as possible. Except for those tests which may be performed by the Subcontractors approved by County under Paragraph 29 (SUBCONTRACTING) of the body of this Agreement, all tests specified in Exhibit B shall be performed by Contractor's laboratory.

7. EQUIPMENT AND SUPPLIES: Contractor shall provide all equipment and supplies necessary to perform all services under this Agreement.

Contractor shall provide all vials, bottles, and other supplies required to stabilize samples and maintain sample integrity in transit to its laboratory. Such supplies shall be

provided as needed by the clinic and at no additional cost to County. All supplies regularly available to Contractor's regular commercial customers shall be available to County.

8. TELEPHONE CONSULTATION SERVICE: Contractor shall maintain a consultation service in order to respond to direct telephone queries from clinic/program staff regarding a specific specimen or test result. This service shall be available 24 hours per day, seven (7) days per week.

9. REPORTING REQUIREMENTS:

A. Computerized or written reports of test results shall be in a format which can be entered directly into the individual patient/client charts in the concerned clinic/program. Each report shall contain all data and information as specified by JCAHO, SDHS, and Federal guidelines. The reports shall require no additional processing or additional data entry prior to posting on patient/client chart.

B. Telephone reports shall be made in addition to required computerized or written reports:

(1) On tests requiring 24-hour turnaround time, when the 24-hour period terminates at a time when the concerned clinic is closed.

(2) On any individual test if requested by Director as specified in Exhibit B (TEST PRICE LIST).

C. Written reports of tests with a specified turnaround time of greater than 24 hours shall be delivered to the concerned clinic/program within the specified turn-around-time.

D. Payment for a test requested hereunder shall be disallowed for each incomplete report, or for failure to observe a specified reporting protocol, or for any test that is not reported in the manner or time specified in this Agreement, unless:

(1) turnaround time requested by the concerned clinic/program is shorter than specified herein, (2) specimen processing is delayed due to illegible, ambiguous, improper or otherwise unclear test requisition, or where (3) acts of God or nature, beyond the control of Contractor or County, are the cause.

E. Report of Quality Control Data: If requested by a Director, Contractor shall provide a report of quality control procedures for tests performed by individual cytotechnologists.

10. STAT REQUIREMENTS: STAT level service shall be provided by Contractor. STAT service, if requested by Director, shall be provided 24 hours per day, seven (7) days per week. If STAT reports are requested at once by telephone, the telephone number of the concerned clinic/program shall be used, immediately followed by a written report to such clinic/program, which shall include all required information.

11. ROUTINE PICK-UP SERVICE REQUIREMENTS: A regularly scheduled pick-up service shall be provided by Contractor for each clinic/program. This shall include pick-up each day between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, holidays excepted. The frequency of pick up shall be one time per day at a predetermined time that is approved by Director.

12. BILLING AND AUDIT REQUIREMENTS:

A. Patient/Client Information:

(1) Patient's/client's name (last, first, middle initial).

(2) Patient's/client's identification number (i.e., Department of Mental Health (DMH) IS number, date of birth, Social Security Number, primary insurance information (i.e., third-party payor source).

(3) Gender.

(4) Patient's/client's location (clinic/program address) with name of ordering physician/nurse practitioner.

(5) Date and test(s) requested, performed, and reported.

(6) Date and time specimen was received in laboratory performing test. Laboratory's written report may be attached to specimen log to comply with this requirement.

(7) Date results reported to clinic. Laboratory's written report may be attached to Specimen Log to comply with this requirement.

(8) Cost of each test performed and reported.

(9) Date and time test received and reported by Contractor.

(10) Laboratory performing work if other than Contractor's laboratory.

(11) Contract turnaround time.

(12) Credits, if any.

B. Clinical Laboratory Requisition Form: Each clinic/program shall prepare a Clinical Laboratory Requisition Form for each patient/client receiving services

hereunder, completing accurate patient/client identifying information that will allow the Contractor to verify patient's/client's Medi-Cal eligibility prior to billing the Department as the payor of last resort; shall retain a copy of the Clinical Laboratory Requisition Form in the patient's/client's chart; and shall forward a copy of the Clinical Laboratory Requisition Form to the Accounting Division. Contractor shall also retain a copy of each Clinical Laboratory Request Form, which shall contain at the minimum:

(1) Date test requested and date specimen obtained.

(2) Name of clinic/program.

(3) Name and address of the laboratory performing the service.

(4) Patient's/client's name and identification number (i.e., DMH IS number), date of birth, Social Security Number.

(5) Gender.

(6) Name and National Provider Identifier (NPI) of attending County physician/nurse practitioner.

(7) Test(s) or panel name.

(8) Method of payment: County, Medi-Cal, Medicare, private insurance, HMO, other.

C. Monthly Billing Statement:

(1) Contractor's monthly billing statement shall be separated by each clinic/program site and shall include at least the following in addition to the other requirements of this Agreement:

a. Date of service.

b. Patient/client name and identification number (i.e., DMH IS number).

c. Name of test and the charge for each test.

d. Verification of Medi-Cal Eligibility Response.

e. Summary page:

i. Month of service.

ii. Total amount payable identified by each clinic/program site.

f. Credits, if any.

(2) Contractor shall submit the monthly billing statement to the Accounting Division no later than the 15th day of the month following the month the test was provided.

D. Third-Party Payors: Contractor shall be responsible for verifying Medi-Cal and Medicare eligibility and directly billing Fee-For-Service Medi-Cal and Medicare for services. Verification of Medi-Cal Eligibility Response must accompany the request for payment. Contractor shall maintain verifiable records as to each such patient's/client's name, date and type of laboratory services rendered, and shall be willing to accept Medi-Cal/Medicare reimbursement as full payment for Medi-Cal/Medicare eligible clients.

Contractor shall bill and collect fees for clinical laboratory services rendered to Medi-Cal and Medicare eligible patients/clients and to patients/clients with other health

care insurance coverage. Verification of denial must accompany the request for payment to DMH before the department reimburses Contractor for denied third-party payor claims.

E. Test Price List: Contractor shall provide clinical laboratory services and submit statements according to the TEST PRICE LIST (Exhibit B) approved by Director or designee, Contractor's DIRECTORY OF SERVICES (Exhibit B-1), and/or as otherwise requested by Director, designee, or County physicians/nurse practitioners. All tests shall be considered quantitative and qualitative assays by the County physicians/nurse practitioners ordering the test(s) unless otherwise expressly noted.

EXHIBIT B

TEST PRICE LIST

	DESCRIPTION	LABORATORY TEST PRICE
1.	AMYLASE	$4.00
2.	BASIC METABOLIC PANEL	$3.25
3.	BUN	$3.00
4.	CARBAMAZEPINE	$8.00
5.	CBC, COMPLETE BLOOD COUNT	$3.00
6.	CHOLESTEROL	$3.00
7.	CLOZAPINE	$24.00
8.	CPK, TOTAL	$14.00
9.	CREATININE	$3.00
10.	DEPAKENE (VAL AC)	$10.00
11.	DRUG ABUSE PANEL (SERUM)	$70.00
12.	DRUG SCREEN (URINE)	$12.00
13.	FERRITIN	$7.00
14.	FOLIC ACID	$6.00
15.	FREE T4	$9.00
16.	GGTP	$3.00
17.	GLUCOSE	$3.00
18.	HCG QUANTITATIVE	$7.00
19.	HDL CHOLESTEROL	$4.00
20.	HEMOGLOBIN A1C	$5.00
21.	HEP A IGM AB	$6.00
22.	HEP B CORE IGM AB	$6.00
23.	HEP B SURFACE AB	$18.25
24.	HEP B SURFACE AG	$6.00
25.	HEP C ANTIBODY	$9.00
26.	HEPATIC FUNCTION PANEL	$3.25
27.	HIV1/2 AB	$7.00
28.	INSULIN	$8.25
29.	IRON	$3.00
30.	LDH	$3.00
31.	LDL Direct	$9.25
32.	LIPID PANEL	$10.00
33.	LITHIUM	$7.00
34.	MAGNESIUM	$3.00
35.	PREGNANCY (SERUM)	$4.00

EXHIBIT B

TEST PRICE LIST

36.	PREGNANCY (URINE)	$3.00
37.	PROLACTIN	$12.00
38.	PSA, TOTAL	$12.00
39.	RPR	$3.00
40.	SED RATE	$9.25
41.	SERODIA-TP.PA	$22.25
42.	THYROID PROFILE WITH TSH (HYPOTHYROID PROFILE)	$14.00
43.	TOTAL T3	$9.00
44.	TRIGLYCERIDES	$3.00
45.	URIC ACID	$3.00
46.	URINALYSIS, COMPLETE WITH MICRO	$3.50
47.	VITAMIN D (25-OH)	$36.00
48.	VITAMIN B-12	$9.00
49.	VOLATILES (ACETONE, ALCOHOL-ETHYL, ISOPROPYL, METHYL)	$26.44
	DRAW FEE	**$3.00**

Test Code	Test	CPT Code	Specimen Requirement	Set Up Days - Old Schedule	Turn Around Time - Old Schedule
101	ABO	86900	L or R	M-F	1 Day
100	ABO/Rh Blood grouping	-	L or R	M-F	1 Day
207	Acid Phosphatase	84060	S	M-F	1 Day
99	Albumin	82040	S	M-S	1 Day
218	ALP (Alkaline Phosphatase)	84075	S	M-S	1 Day
221	Alpha Fetoprotein (AFP)	82105	S	M-S	1 Day
224	ALT (SGPT)	84460	S	M-S	1 Day
230	Ammonia	82140	L	Contact Lab	
237	Amylase	82150	S	M-S	1 Day
705	ANA	86038	S	M,W,F	1 Day
7580	ANA, Titer	86038	S	Contact Lab	
899	ANCA, Total Abs	86021	S	Tues	1 Day
108	Antibody screen	86850	S	M-F	24-48 hrs
708	ANTI - DNA	86225	S	M,W,F	1 Day
2421	APO-A1	82172	S	M-S	1 Day
2422	APO-B	82172	S	M-S	1 Day
722	ASO	86063	S	M-S	1 Day
534	AST (SGOT)	84450	S	M-S	1 Day
	Autoclave Spore Test	87070	1	Contact Lab	
1235	BD Affirm Microbial Screen	-	2	Wed & Sat	1 Day
246	B-HCG Qual	84703	S	M-S	1 Day
257	B-HCG Quantitative	84702	S	M-S	1 Day
547	B-Type Natriuretic Peptide (BNP)	83880	L or Plasma	M-S	1 Day
307	Bicarbonate (CO2)	82374	S	M-S	1 Day
260	Bilirubin, Total **Protect from light**	82247	S	M-S	1 Day
261	Bilirubin, Direct **Protect from light**	82248	S	M-S	1 Day
729	Biopsy	88305		M-F	48-72 hrs
3501	Bloom Syndrome Mutation (**JA**)		L	Contact Lab	7 - 10 Days
263	BUN	84520	S	M-S	1 Day
747	C3 (Complement 3)	86160	S	M-S	1 Day
748	C4 (Complement 4)	86160	S	M-S	1 Day
742	C. Difficile Toxin A & B	87230	Stool	Tues & Fri	1 Day
275	C- Peptide	84681	S	M-F	1 Day
273	CA 125	86304	S	M-F	1 Day
271	CA 15-3	86300	S	Tues - Fri	1 Day
275	CA 27.29	86300	S	M-F	1 Day
272	CA 19-9	86301	S	M-F	1 Day
282	Calcium	82310	S	M-S	1 Day
281	Calcium Ionized	82330	S	Contact Lab	
288	Carbamazepine (Tegretol)	80156	S	M-S	1 Day
507	Cardiolipin IgG	86147	S	Tues	1 Day
509	Cardiolipin IgM	86147	S	Tues	1 Day
505	Cardiolipin IgA	86147	S	Tues	1 Day
531	Canavan Disease Mutation (**JA**)		L	Contact Lab	7 - 10 Days
104	CBC	85025	L	M-S	1 Day
625	CCP Antibody	86200	S	Tues	1 Day
289	CEA	82378	S	M-F	1 Day
707	Centromere Ab.	86235	S	M,W,F	
737	Chlamydia by Gen Probe (Non-Amplified)	87490	3	M-F	1 Day

Test Code	Test	CPT Code	Specimen Requirement	Set Up Days - Old Schedule	Turn Around Time - Old Schedule
784	Chlamydia by Amplification - Swabs:	87491	4	M-F	1 Day
	- Urine:		U	Contact Lab	
	- Liquid Based Paps:		5	Contact Lab	
299	Cholride	82435	S	M-S	1 Day
301	Cholestrol	82465	S	M-S	1 Day
317	Cortisol	82533	S	M-F	1 Day
320	Creatine Kinase (CK)	82550	S	M-S	1 Day
330	CK-MB	82553	S	M-S	1 Day
770	CMV IgG	86644	S	M-F	1 Day
771	CMV IgM	86645	S	Contact Lab	
307	CO2	82374	S	M-S	1 Day
107	Coombs, Direct	86880	L	M-F	1 Day
324	Creatinine	82565	S	M-S	1 Day
276	CRP, Quantitative	86140	S	M-S	1 Day
139	CRP, Highly Sensitive	86141	S	M-S	1 Day
	CSF (Cerebrospinal fluid)		CSF	Contact Lab	
	Culture and Sensitivity (C&S) - Swabs		Swab TM	Contact Lab	
	- Urine		U	Contact Lab	
	- Stool		Stool	Contact Lab	
	- Blood		BC Vial	Contact Lab	
1270	Cystic Fibrosis Mutation Anal. (**JA**)	-	L	M-TH	7 - 10 Days
731	Cytology (NON-GYN)	88104	6	M-F	48-72 hrs
193	D-Dimer	85380	L	M-S	1 Day
344	DHEA-S	82627	S	M-F	1 Day
347	Digoxin	80162	S	M-S	1 Day
349	Dilantin	80185	S	M-S	1 Day
708	DNA (DS) Ab.	86225	S	M,W,F	1 Day
941	Drug Screen (Urine) -All except Alcohol	-	U	M,W,F	1 Day
	*(*Components in appendix)* -Alcohol			Contact Lab	
942	Drug- Screen (Serum)	-	S	Contact Lab	
773	EBV VCA IgG	86665	S	Tues	1 Day
774	EBV VCA IgM	86665	S	Tues	1 Day
775	EBV Early Antigen (EA)	86663	S	Tues	1 Day
776	EBV Nuclear Antigen (EBNA)	86664	S	Tues	1 Day
264	Erythropoeitin (EPO)	82668	S	M-F	Contact Lab
124	ESR (Sed-Rate)	85651	L	M-S	1 Day
366	Estradiol	82670	S	M-F	1 Day
109	Factor II (PT Gene) Mutation Anal.	-	L	Contact Lab	7 - 10 Days
103	Factor V (Leiden) Mutation Anal.	-	L	Contact Lab	7 - 10 Days
	Fanconi Anemia Type C Mutation (**JA**)		L	Contact Lab	
	Familial Dysautonomia Mutation (**JA**)		L	Contact Lab	
376	Ferritin	82728	S	M-S	1 Day
111	Fibrinogen	85384	B	M-S	1 Day
733	FMF Mutation Anal.	-	L	Contact Lab	7 - 10 Days
382	Folate (Folic Acid)	82746	S	M-S	1 Day
306	Fragile X	-	L	Contact Lab	7 - 10 Days
388	Free Testosterone	84402	S	M-F	Contact Lab
519	Free PSA	84154	S	M-F	1 Day
386	Free T3	84481	S	M-S	1 Day
551	Free T4	84439	S	M-S	1 Day

Test Code	Test	CPT Code	Specimen Requirement	Set Up Days - Old Schedule	Turn Around Time - Old Schedule
383	FSH	83001	S	M-S	1 Day
	Gaucher Disease Mutation (JA)		L	Contact Lab	
782	GC by Gen Probe (Non-amplified)	87590	DNA probe	M-F	1 Day
785	GC by Amplification method Swabs: Liquid Based Paps:	87491	U	M-F Contact Lab	1 Day
391	GGTP	82977	S	M-S	1 Day
667	Gliadin IgA	83520	S	Tues	Contact Lab
666	Gliadin IgG	83520	S	Tues	Contact Lab
396	Glucose	82947	S or GY	M-S	1 Day
783	Gram Stain	87205		M-F	1 Day
405	Growth Hormone	83003	S	Contact Lab	
796	H. Pylori, IgG	86677	S	M-F	1 Day
787	HAV Ab (IgM)	86709	S	M-F	1 Day
786	HAV Ab (Total)	86708	S	M-F	1 Day
788	HBCore Ab (Total)	86704	S	M-F	1 Day
789	HBCore Ab(IgM)	86705	S	M-F	1 Day
792	HbeAb	86707	S	Tues	Contact Lab
793	HBeAg	87350	S	Tues	1 Day
790	HBs. Ab.	86706	S	M-F	1 Day
791	HBs. Ag.	87340	S	M-F	1 Day
803	HBV PCR Quant. (Hep B Viral Load)	87517	Pl. from L	Contact Lab	5 - 7 Days
	HCT	85013	L	Contact Lab	
794	HCV Ab.	86803	S	M-F	1 Day
613	HCV PCR Qual.	87521	Pl. from L	Contact Lab	5 - 7 Days
	HCV PCR Quant. (Hep C Viral Load)	87522	Pl. from L	Contact Lab	
750	HCV Genotyping	87902	Pl. from L	Contact Lab	7 - 10 Days
410	HDL	83718	S	M-S	1 Day
2727	HDL Subfractions	83701	S	M-TH	7 - 10 Days
606	Hemochromatosis Mutation Anal.	-	L	Contact Lab	7 - 10 Days
415	Hemoglobin	85018	L	M-F	1 Day
113	Hemoglobin A1C (HgbA1C)	83036	L	M-F	1 Day
710	Herpes I IgG	86695	S	M-F	1 Day
711	Herpes II IgG	86695	S	M-F	1 Day
945	Herpes I IgG, Type Specific	86695	S	Tues & Thurs	1 Day
946	Herpes II IgG, Type Specific	86696	S	Tues & Thurs	1 Day
800	Herpes Culture	87255	6	M-F	3-5 Days
805	HIV	86703	S	M-F	1 Day
827	HIV Genotype	87901	L	Contact Lab	
506	HIV Western Blot	86689	S	Contact Lab	
756	HIV Quant by PCR	87536	L	Contact Lab	
397	Histone Ab.	86235	S	M,W,F	1 Day
1300	Homocysteine	82131	S	M-S	1 Day
455	HPV (Thin-Prep/Sure-path) STM	87621		Wed & Fday	1 Day
835	HTLV I/II	86790	S	Contact Lab	
423	IgA Total	82784	S	M-F	1 Day
432	IgE, Total	82785	S	M-F	1 Day
425	IgG Total	82784	S	M-F	1 Day
434	IGF-1	84305	S	M-F	1 Day
426	IgM Total	82784	S	M-F	1 Day
360	Immunofixation, Serum	86334	S	M-F	3-5 Days

Test Code	Test	CPT Code	Specimen Requirement	Set Up Days - Old Schedule	Turn Around Time - Old Schedule
435	Insulin	83525	S	M-F	1 Day
437	Iron	83540	S	M-S	1 Day
8	Iron & TIBC	-	S	M-F	1 Day
265	Jo-1 Ab.	86235	S	M,W,F	1 Day
	Joint Fluid Analysis		7	Contact Lab	
	L.E. Prep		L	Contact Lab	
443	LDH	83615	S	M-F	1 Day
411	LDL Direct	83721	S	M-F	1 Day
2427	LDL Subfractions	83701	S	M-TH	3-5 Days
446	Lead level	83655	L	M-F	48 hrs
449	LH	83002	S	M-F	1 Day
452	Lipase	83690	S	M-F	1 Day
453	Lithium	80178	S	M-S	1 Day
623	Lp (a) (Lipoprotein a)	83695	S	M,W,F	
463	Magnesium	83735	S	M-S	1 Day
127	Malaria Smear	87207	L or Slide	M-S	1 Day
815	Measles Ab. IgG	86765	S	Tues & Thurs	1 Day
15	MHA-TP	86256	S	M-F	1 Day
5010	Micro-Albumin (Urine)	-	U	M-F	1 Day
714	Mitochondrial Ab.	86256	S	Tues	1 Day
474	Mono test	86308	S	M-S	1 Day
129	MTHFR Mutation Anal.	-	L	Contact Lab	7 - 10 Days
	Mucolipidosis Type IV Mutation (JA)		L	Contact Lab	
818	Mumps Ab. IgG	86735	S	Tues & Thurs	1 Day
	Mumps Ab. IgM	86735	S	Contact Lab	
639	Myeloperoxidase (MPO) (P-ANCA)	86021	S	Tues	1 Day
	Nieman- Pick Disease Mutation (JA)		L	Contact Lab	
822	O&P (Ova & Parasites) (Preserved)	87177	Stool	M-F	Up to 48 hrs.
489	Occult Blood, Stool	82270	Stool	M-F	1 Day
1000	Pap Smear (Conventional)	88164	Slide	M-F	2-3 days
2000	Pap Smears (Liquid Based) Cytec	88142		M-F	2-3 days
716	Parietal Cell Ab.	86256	S	Tues	Contact Lab
501	Phenobarbital	80184	S	M-S	
349	Phenytoin (Dilantin)	80185	S	M-S	1 Day
502	Phophorus	84100	S	M-S	1 Day
896	PLAC Test (LP-PLA2)	83698	S	Contact Lab	
508	Potasium	84132	S	M-S	1 Day
	Pregnancy Serum and Urine, Qual.		S or U	Contact Lab	
513	Progestrone	84144	S	M-F	1 Day
514	Prolactin	84146	S	M-F	1 Day
208	Prostatic Acid Phosphatase	84066	S	Contact Lab	
364	Protein Electrophoresis, Serum	84165	S	M-F	48-72 hours
	Protease 3 (PR3) (C-ANCA)		S	Contact Lab	
518	PSA	84153	S	M-S	1 Day
495	PTH Intact (I-84)	83970	S	M-F	1 Day
119	PT (Pro. Time)	85610	B	M-F	1 Day
117	PTT	85730	B	M-F	1 Day
1125	Quantiferon TB Test	86480	Contact Lab	Contact Lab	
829	RA Factor, Quant.	86430	S	M-S	1 Day
122	Retic count	85044	L	M-S	1 Day

Test Code	Test	CPT Code	Specimen Requirement	Set Up Days - Old Schedule	Turn Around Time - Old Schedule
123	Rh typing	86901	L or R	M-F	1 Day
704	RNP Ab.	86235	S	M,W,F	1 Day
622	RPR	86592	S	M-S	1 Day
831	Rubella IgG	86762	S	M-S	1 Day
833	SCL-70	86235	S	M,W,F	1 Day
124	Sed Rate	85651	L	M-S	1 Day
540	Semen analysis	89320	Semen	M-F	1 Day
15	Serodia TP.PA	86781	S	M-F	1 Day
125	Sickle Cells screening	85660	L	M-S	1 Day
534	SGOT	84450	S	M-S	1 Day
224	SGPT	84460	S	M-S	1 Day
536	Sodium	84295	S	M-S	1 Day
703	Smith Ab.	86235	S	M,W,F	1 Day
719	Smooth Muscle Ab.	86256	S	Tues	1 Day
539	Sperm count	89320	Semen	M-F	1 Day
721	SS-A	86235	S	M,W,F	1 Day
727	SS-B	86235	S	M,W,F	1 Day
549	T3 Uptake	84479	S	M-S	1 Day
386	T3 Free	84481	S	M-S	1 Day
546	T3 Total	84480	S	M-S	1 Day
551	T4 Free	84439	S	M-S	1 Day
550	T4 Total	84436	S	M-S	1 Day
116	Tay Sachs Mutation (JA)		L	M	7 - 10 Days
288	Tegretol	80156	S	M-S	1 Day
388	Testosterone, Free	84402	S	M-F	Contact Lab
553	Testosterone, Total	84403	S	M-F	1 Day
228	Theophyline (Aminophyline)	80198	S	M-S	1 Day
555	Thyroglobulin	84432	S	M-F	1 Day
557	Thyroglobulin Antibody	86800	S	M-F	1 Day
556	Thyroid Peroxidase Ab. (TPO)	86376	S	M-F	1 Day
436	TIBC (UIBC)	83550	S	M-S	1 Day
98	Total Protein	84155	S	M-S	1 Day
699	Transglutaminsase IgA	83520	S	Tues	Contact Lab
698	Transglutaminsase IgG	83520	S	Contact Lab	
563	Triglycerides	84478	S	M-S	1 Day
450	Troponin I	84484	S	M-S	1 Day
419	TSH	84443	S	M-S	1 Day
567	Uric Acid	84550	S	M-S	1 Day
569	Urinalysis (UA)	81000	U	M-S	1 Day

Test Code	Test	CPT Code	Specimen Requirement	Set Up Days - Old Schedule	Turn Around Time - Old Schedule
	Urine Chemistries (24 hr Urines):		U (10)	Contact Lab	
	- Protein (**No acid**)			Contact Lab	
	-Creatinine (Plain or acid)			Contact Lab	
	-Uric Acid (**No acid**)			Contact Lab	
	-Phosphorus (Plain or acid)			Contact Lab	
	-Glucose (**No acid**)			Contact Lab	
	-Potassium (**No acid**)			Contact Lab	
	-Sodium (**No acid**)			Contact Lab	
	-Chloride (**No acid**)			Contact Lab	
	-Calcium (Plain or acid)			Contact Lab	
	-Magnesium (Plain or acid)			Contact Lab	
	-Urea Nitrogen (**No acid**)			Contact Lab	
340	Valproic Acid (Depakene)	80164	S	M-S	1 Day
	Vancomycin		S	Contact Lab	
574	Vitamin D (25 Hydroxy)	82307	S	M-S	1 Day
575	Vitamin B12	82607	S	M-S	1 Day
851	VZV (IgG)	86787	S	Tues & Thurs	1 Day
847	Wet Mounts	87210	11	M-S	1 Day
				Contact Lab	

Test Code	PANEL(S)	CPT Code	Requirment	Set Up Days	urn Around Tin
9001	Acute Hepatitis Panel	80074	S	M-F	1 Day
901	Anemia Panel	-	S & L	Contact Lab	
903	Arthritic Panel	-	S	Contact Lab	
4401	Basic Metabolic Panel	80048	S	M-F	1 Day
4	Comprehensive Metabolic Panel	80053	S	M-F	1 Day
16	General Health Panel	80050	S & L	M-F	1 Day
907	Electrolyte Panel	80051	S	M-F	1 Day
938	Hypothyroid Panel	80092	S	Contact Lab	
4048	Immigration Panel (HIV/RPR)	-	S	Contact Lab	
905	Lipid Panel	80061	S	M-F	1 Day
929	Liver Panel	80076	S	M-F	1 Day
932	Obstetric Panel	80055	S, L, R	M-F	1 Day
4464	Renal Function Panel	80069	S	M-F	1 Day
935	Thyroid Panel	80091	S	Contact Lab	
933	Torch Panel	80090	S	Contact Lab	

(1): Autoclave Ampule
(2): BD Affirm Transport Medium
(3): Gen Probe PACE® Transport Medium
(4): Gen Probe APTIMA® Transport Medium
(5): Cytec (Thin Prep) or SurePath vials
(6): M4 Transport Medium
(7): Joint fluid in appropriate vials
- In Regular Sterile vial or cup for Chenistry, Culture or Crystal analysis.
- In Lavender top tube for cell count.

(8): Cytec® Thin Prep vial
(9): Sure Path® Vial
(10): 24 hour Urine collection containers. Random Urine can be used but not recommended.
(11): Wet mount saline vial
JA: Jewish Ashkenazy
*Drug screen components: Amphetamines/Metamphetamines, THC (Marijuana), Propoxyphene, Benzodiaze

Test Code	Test	CPT Code	Specimen Requirement	Set Up Days - Old Schedule	Turn Around Time - Old Schedule

Methadone, Barbiturates, Cocaine, PCP, Opiates and Alcohol.

** CSF must be cultured prior to refrigeration or freezing.

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, Contractors, Outsourced Vendors and independent Contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____ POSITION: _____

Exhibit D

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____ POSITION: _____

When completed, this form must be maintained on file by CONTRACTOR in accordance with all applicable County, State and Federal requirements and made available for inspection and/or audit by authorized representatives of County, State, and/or Federal governments.

Revised (082508)

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____ POSITION: _____

EXHIBIT F

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with the DMH Community Care Residential Facility Agreement Paragraph 49 (CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM):

I, the undersigned certify that I am not presently excluded from participation in federally funded health care programs, nor is there an investigation presently pending or recently concluded of me which is likely to result in my exclusion from any federally funded health care program, nor am I otherwise likely to be found by a federal or state agency to be ineligible to provide goods or services under the federally funded health care programs.

I further certify as the official responsible for the administration of _____ _____, (hereafter "Contractor") that all of its officers, employees, agents and/or sub-contractors are not presently excluded from participation in any federally funded health care programs, nor is there an investigation presently pending or recently concluded of any such officers, employees, agents and/or sub-contractors which is likely to result in an exclusion from any federally funded health care program, nor are any of its officers, employees, agents and/or sub-contractors otherwise likely to be found by a federal or state agency to be ineligible to provide goods or services under the federally funded health care programs.

I understand and certify that I will notify DMH within thirty (30) calendar days, in writing of:

- Any event that would require Contractor or any of its officers, employees, agents and/or sub-contractors exclusion or suspension under federally funded health care programs, or
- Any suspension or exclusionary action taken by an agency of the federal or state government against Contractor, or one or more of its officers, employees, agents and/or sub-contractors, barring it or its officers, employees, agents and/or sub-contractors from providing goods or services for which federally funded healthcare program payment may be made.

Name of authorized official _____
Please print name

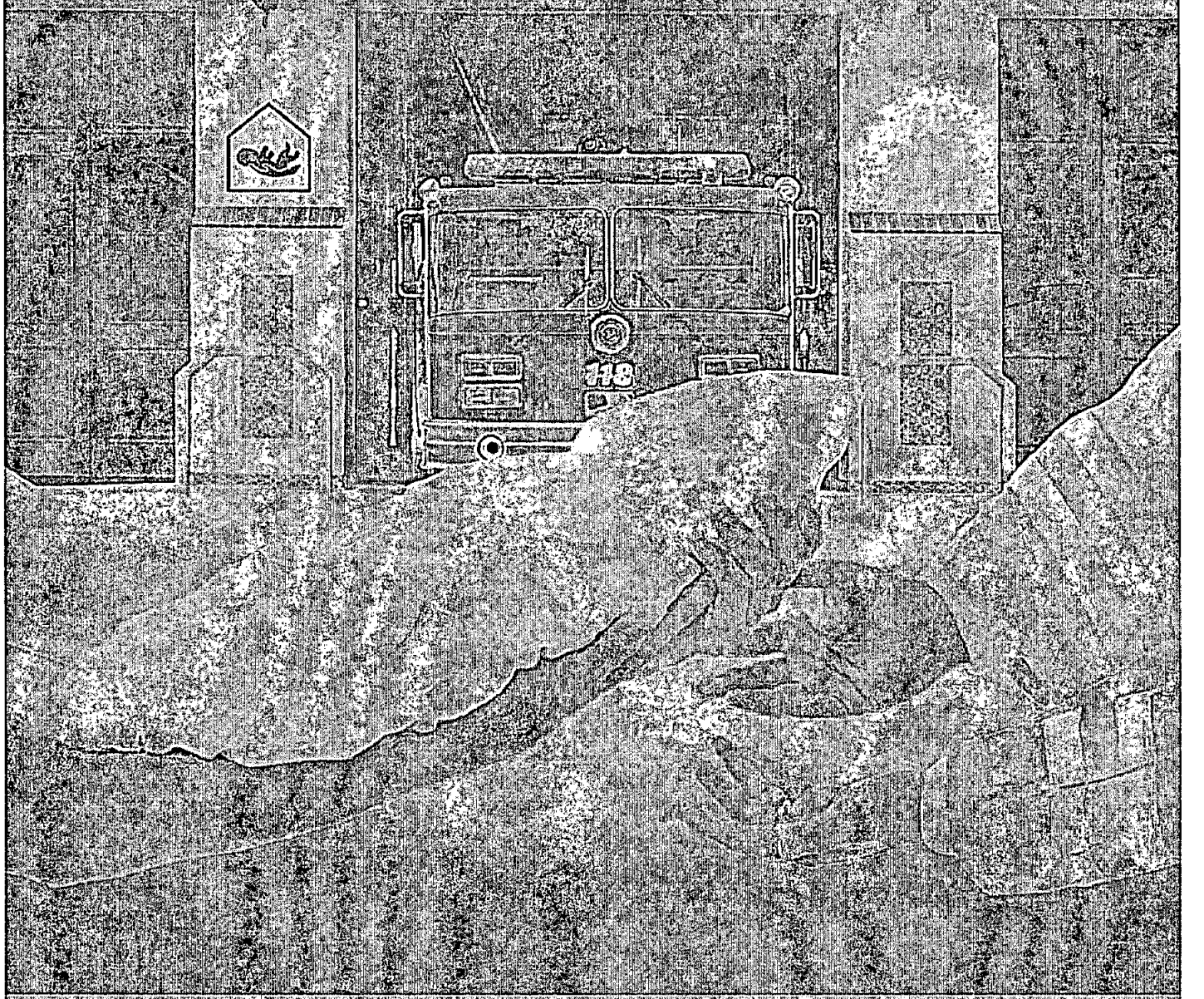
Signature of authorized official _____ Date _____

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723
www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

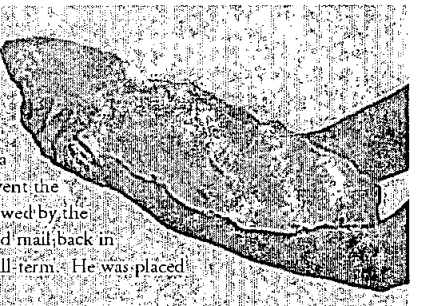
What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

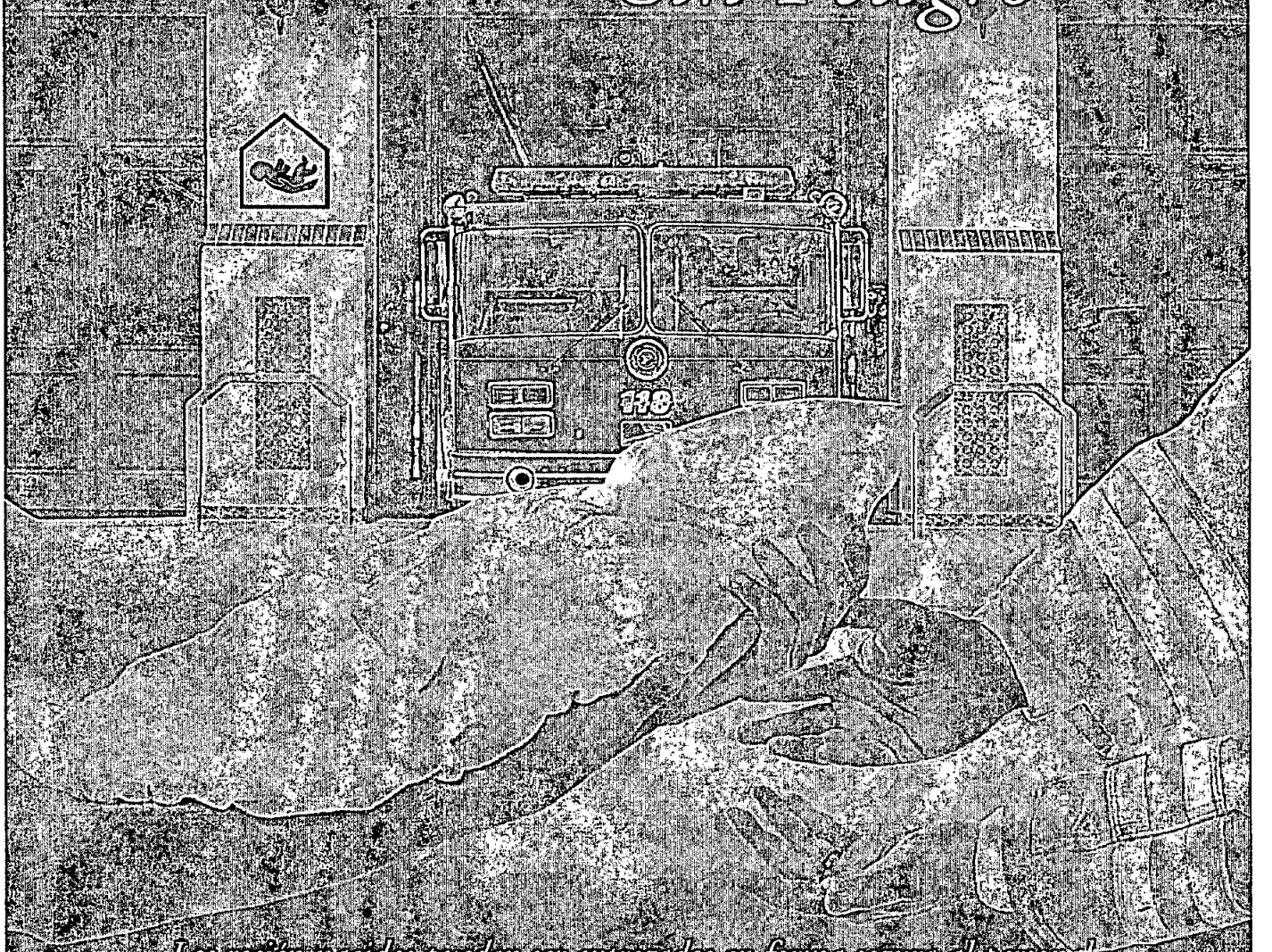
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story



Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

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Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

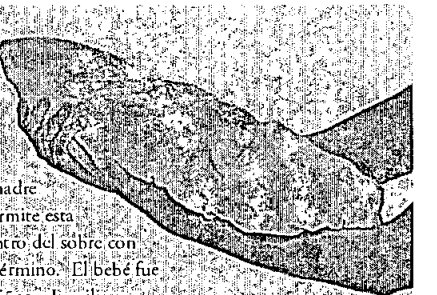
¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé



A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

EXHIBIT H

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)