Health Services
LOS ANGELES COUNTY

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

14 August 21, 2012

SACHI A. HAMAI
EXECUTIVE OFFICER

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Board of Supervisors

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Chief Medical Officer

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

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August 21, 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 MEDICAL LABORATORY SERVICES MASTER AGREEMENT**
**(ALL SUPERVISORIAL DISTRICTS)**
**(3 VOTES)**

**SUBJECT**

Request approval to execute Master Agreement with the Regents of the University of California, UCLA Immunogenetics for specialty laboratory testing services for the Department of Health Services, Harbor-UCLA Medical Center Renal Transplant Program.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Authorize the Director of Health Services (Director), or his designee, to execute an Amended Master Agreement with the Regents of the University of California , UCLA Immunogenetics (Regents), for the provision of specialty medical laboratory services on behalf of the Department of Health Services (DHS), effective upon execution through October 31, 2015, with provisions to extend the Agreement term for up to two additional one-year periods and six month-to-month extensions, at an estimated net County cost of $1.5 million for the term of the Agreement.

2. Delegate authority to the Director, or his designee, to exercise the two additional one-year extension options, through October 31, 2017, and the six month-to-month extension options, through April 30, 2018, by executing amendments to the Master Agreement, subject to prior review and approval by County Counsel with notice to the Board and the Chief Executive Office (CEO).

## PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the first recommendation will enable the Director, or his Designee, to execute a new Amended Master Agreement, substantially similar to Exhibit I, with the Regents. The Master Agreement is for the provision of specialty laboratory testing on an as-needed basis for the Renal Transplant Program at Harbor-UCLA Medical Center (H-UCLA MC).

As part of the process for transplanting a kidney, patients and donors must undergo several "transplant matching" tests to ensure organ transplant compatibility. The Regents immunogenetics laboratory is one of a few laboratories in Southern California that can provide these types of complex tests in a timely manner for kidney transplant patients. Without these essential services, renal transplant patients will be negatively impacted by H-UCLA MC's inability to provide kidney transplant services.

DHS currently has Master Agreements for lab services with four firms, but none of these firms provide the requested specialty lab tests in Southern California. DHS is amending the Lab Services Master Agreement for the Regents because, as a subdivision of the State, there are limitations to certain Master Agreement terms. These terms are listed in Attachment A.

Approval of the second recommendation will allow the Director, or his designee, to execute amendments to extend the Master Agreement for the optional extension periods.

## Implementation of Strategic Plan Goals

The recommended action supports Goal 3, Integrated Services Delivery of the County's Strategic Plan.

## FISCAL IMPACT/FINANCING

Expenditures under the Master Agreement will vary depending on the volume of services provided. Based on historical volume, estimated costs are $ 1.5 million for the term of the contract. Funding is included in H-UCLA MC's Fiscal Year 2012-13 Adopted Budget and will be requested in future fiscal years as necessary.

## FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On October 5, 2010, the Board approved the Medical Laboratory Services Master Agreement with four vendors. The Board also approved delegated authority for the Director, or his Designee, to execute Master Agreements with new qualified vendors that are identified and meet the qualifications set forth in the Request for Statement of Qualification process. The Regents has submitted an Statement of Qualification and is a qualified lab services vendor.

The County of Los Angeles and the Regents had a sole source agreement in place for these services but that agreement expired June 30, 2012. DHS asked the Internal Services Department to issue an emergency Purchase Order with the Regents for lab services pending the execution of a new Master Agreement. DHS notified the Board of this action on June 28, 2012. (Attachment B).

County Counsel has approved Exhibit I as to use and form. The Master Agreement permits either party, to terminate the Master Agreement upon giving the other party 10 days' advance notice. The

Master Agreement is amended to accommodate the Regents' limitations as a State subdivision for certain County terms & conditions. These terms are identified in Attachment A. The Department has determined that the value of the service provided to the County and its patients far outweighs any risk associated with the changes to County standard terms and conditions.

**CONTRACTING PROCESS**

Not Applicable.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommendations will ensure the continued provision of medical laboratory services for the Renal Transplant Program at H-UCLA MC.

Respectfully submitted,

Mitchell H. Katz, M.D.
Director

MHK:smh

Enclosures

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

**Attachment A**

# The Regents of the University of California
# UCLA Immunogenetics
# Lab Services Master Agreement
# Negotiated Terms and Conditions

## §8.8 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

As a subdivision of the State of California, The Regents of the University of California are exempt from Los Angeles County Jury Service Program

## §8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR RE-EMPLOYMENT LIST

The Regents Collective Bargaining Agreement prevents them from accepting this provision. The County determined that the value of this contract outweighs the needs of the county to help displaced employees.

## §8.10 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

The Regents Collective Bargaining Agreement prevents them from accepting this provision. The County determined that the value of this contract outweighs the needs of the county to help GAIN/GROW participants.

## §8.27 INDEMNIFICATION

CEO Risk Management reviewed these provisions and informed DHS that the changes to the indemnification language in this situation were at the discretion of DHS as a reasonable business decision. DHS has determined that the value of the service far outweighs any risk associated with mutual indemnification. UCLA and County of Los Angeles are mutual partners in servicing the Southern California Community. As such they have agreed to mutually indemnify each other.

## §8.28 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

CEO Risk Management reviewed these provisions and informed DHS that the changes to the insurance provisions in this situation were at the discretion of DHS as a reasonable business decision. DHS determined that the Regents as a subdivision of the State and a Self-Insured entity still meet and maintain ample insurance coverage to meet the County's demands.

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June 28, 2012

TO: Supervisor Zev Yaroslavsky, Chairman
Supervisor Gloria Molina
Supervisor Mark Ridley-Thomas
Supervisor Don Knabe
Supervisor Michael D. Antonovich

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

**SUBJECT: NOTIFICATION OF PURCHASE ORDER REQUEST FOR ORGAN TRANSPLANT PATIENT TESTING SERVICES WITH THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, LOS ANGELES (UCLA) IMMUNOGENETICS CENTER AT HARBOR-UCLA MEDICAL CENTER**

This is to inform you that the Department of Health Services (DHS) will request that the Internal Services Department (ISD), as the County's Purchasing Agent, issue a sole source purchase order for organ transplant testing services with the Regents of the University of California, Los Angeles (UCLA) Immunogentics Center to provide organ transplant patient testing (i.e. medical laboratory services) to County patients undergoing kidney transplants at Harbor-UCLA Medical Center's (H-UCLA MC) renal transplant unit. The amount of the purchase order is $99,999.

As a subdivision of the State of California, the Regents of UCLA Immunogentics Center cannot agree to certain terms in the Lab Services Master Agreement that DHS has in place. DHS is finalizing negotiations with the Regents of UCLA Immunogentics and will return to the Board no later than August 2012 with a master agreement for services with special exceptions for a state provider.

## NEED FOR SERVICE/IMPACT ON PATIENT CARE

Pre-Transplant Patients:

After a medical and surgical evaluation, the patient is listed as a candidate for transplantation. Blood is drawn on all listed dialysis patients awaiting transplantation and retained by UCLA Immunogenetics Center. The Center retains serum samples for future cross-matching with a cadaveric or live donor. At the time a cadaveric kidney becomes available, serum and cell samples on the donor and recipient must be immediately cross-matched to assess the feasibility

of transplantation. The service must be available 24 hours, seven days a week.

Post-Transplant Patients:

Current transplant patients must undergo Cyclosporine A drug level monitoring to prevent the rejection of transplanted kidneys. A therapeutic level is important to also prevent drug toxicity and secondary complications. H-UCLA's transplant program must have same day drug level reporting to achieve successful transplant outcomes.

The UCLA Immunogenetics Center currently stores the serum samples of H-UCLA's transplant candidates, and this service cannot lapse as these must be available for cross-matching at a moment's notice 24 hours a day, seven days a week to save a patient's life. Any lapse of service will jeopardize H-UCLA's Centers for Medicare and Medicaid Services and United Network for Organ Sharing good standing.

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

MHK:smh

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors
Internal Services Department

EXHIBIT I

DEPARTMENT OF HEALTH SERVICES
MASTER AGREEMENT

# MASTER AGREEMENT

# BY AND BETWEEN

# COUNTY OF LOS ANGELES

# DEPARTMENT OF HEALTH SERVICES

# AND

# FOR

# REFERENCE MEDICAL LABORATORY SERVICES

**MASTER AGREEMENT PROVISIONS**
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Contract # _____

# MASTER AGREEMENT BY AND BETWEEN

# COUNTY OF LOS ANGELES

# DEPARTMENT OF HEALTH SERVICES
# AND

# FOR
# REFERENCE MEDICAL LABORATORY SERVICES

This Master Agreement and Exhibits made and entered into this ___ day of , 20__ by and between the County of Los Angeles, Department of Health Services hereinafter referred to as County and_____, hereinafter referred to as Contractor. Contractor has offices located at _____.

## RECITALS

WHEREAS, pursuant to California Health and Safety Code Sections 1441 and 1445, County has established and maintains various hospitals, health centers, community clinics, and forensic science facilities (all hereafter referred to as "County Facility" or "County Facilities" as appropriate); and

WHEREAS, to ensure the proper care and treatment of patients at County Facilities and the provision of diagnostic analyses of biological specimens from decedents, medical laboratory services must be available to County Facilities'; and

WHEREAS, County may from time to time need additional personnel to provide all the needed medical laboratory services at its County Facilities; and

WHEREAS, County has also established and operates the Community Health Plan (hereafter CHP), a health maintenance organization duly licensed as a full service, health care service plan under the California Knox- Keene Health Care Service Plan Act of 1975; and

WHEREAS, the Contractor is a private firm or publicly-held corporation providing reference medical laboratory services; and

WHEREAS, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, the Board of Supervisors has authorized the Interim Director of the Department of Health Services, hereinafter referred to as Interim Director, or designee to execute and administer this Master Agreement; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

## 1.0 APPLICABLE DOCUMENTS

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

**Standard Exhibits:**

1.1 EXHIBIT A - County's Administration
1.2 EXHIBIT B - Contractor's Administration
1.3 EXHIBIT C - Contractor's EEO Certification
1.4 EXHIBIT D - Jury Service Ordinance
1.5 EXHIBIT E - Safely Surrendered Baby Law
1.6 EXHIBIT F- Contractor's Medical Laboratory Test Categories
1.7 EXHIBIT G - Medical Laboratory Services Fee Schedule
1.8 EXHIBIT H - Discount and Added Charges
1.9 EXHIBIT I - Statement of Work

**Unique Exhibits:**

1.10 EXHIBIT J DEFAULTED PROPERTY TAX REDUCTION PROGRAM CERTIFICATION (INTENTIONALLY OMITTED)

1.11 EXHIBIT K - Charitable Contributions Certification

1.12 EXHIBIT L - Certification of Employee Status

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

## 2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

**2.1 Contractor:**

Identifies a Qualified Contractor who is in compliance with the terms and conditions of this Master Agreement and whose evidence of insurance requirements have all been received by the Department.

**2.2 Contractor's Laboratory Director:**

A full-time Laboratory Director who has five (5) years experience as a physician (i.e., medical doctor [M.D.], licensed to practice medicine in the State of California in the provision of clinical medical laboratory services (may use a licensed bioanalyst, if not providing Cytology and Histopathology test services, or a similarly qualified licensed M.D., or Ph.D. Medical Scientist, when approved by the Interim Director), who is Board Certified in Anatomical and Clinical Pathology (consistent with services the Contractor is accredited and licensed to provide). The Laboratory Director will be designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.

**2.3 Day(s):** Calendar day(s) unless otherwise specified.

**2.4 DHS:** Department of Health Services

**2.5 Interim Director: Interim** Director of the Department of Health Services or his/her authorized designee.

**2.6 County Facility or County Laboratory:** Hospitals, health centers, community clinics, and/or forensic science facilities where services will be rendered to County-responsible patients and CHP members.

**2.7 Master Agreement Program Director (MAPD):** Person designated by Interim Director with authority to negotiate and recommend changes on behalf of County.

**2.8 Facility Project Director/Facility's CEO:** Person designated by Interim Director with authority to manage the overall operations of the Master Agreement.

**2.9 Facility Project Laboratory Manager (Laboratory Director):** Person designated as chief contact person with respect to the day- to-day administration of the Master Agreement.

**2.10 Facility Project Laboratory Monitor:** Responsible for coordinating and monitoring the medical laboratory test service requests. This position may also be assigned as the Facility Project Laboratory Manager.

**2.11 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

**2.12 Master Agreement:** County's standard agreement executed between County and individual Contractors.

**2.13 Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request for Statement of Qualifications (RFSQ); has met the minimum qualifications listed in the RFSQ, and has an executed Master Agreement with the Department of Health Services.

**2.14 Request For Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.

**2.15 Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.

**2.16 Statement of Work (SOW):** A written description of tasks and/or deliverables desired by County.

## 3.0 WORK

**3.1** Pursuant to the provisions of this Master Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.

**3.2** Medical laboratory services shall conform to Exhibit G, Medical Laboratory Services Fee Schedule on an all-inclusive fixed price per deliverable basis. Each medical laboratory service request shall include a detailed description of particular project and the work required for the performance thereof. Payment for all work shall be on an all-inclusive fixed priced per deliverable basis, subject to the test pricing specified in Exhibit G, Medical Laboratory Services Fee Schedule, and Exhibit H, Discounts and Added Charges**.**

**3.3** If Contractor provides any task, deliverable, service, or other work to County that goes beyond any approved medical laboratory service request, and/or that exceeds the test pricing specified in Exhibits G and H as originally written or modified in accordance with subparagraph 8.1, Amendments, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.

**3.4** Contractor is not guaranteed a minimum or maximum amount of utilization of their services, and may or may not be utilized, at the County's sole discretion. Failure of Contractor to provide services within the specified timeframe may disqualify Contractor from future utilization.

**3.5** The County has the option to execute medical laboratory service requests with the lowest cost Qualified Contractor. It is understood by Contractor that it is at the County's best interest to select the lowest cost for services which may have the effect that no medical laboratory service requests are submitted to some Master Agreement Qualified Contractors.

**3.6** All Contractors selected must be available to meet the County's established test reporting guidelines, as described in SOW, Paragraph 13.3 Reporting Test Results. Inability of Contractor to comply with such test reporting guidelines may result in a discontinuance of

future test referrals as determined in the sole discretion of Facility's Project Laboratory Manager.

**3.7** In the event Contractor defaults three times under sub-paragraph 3.6 within a given County fiscal year, then County may terminate this Master Agreement pursuant to Sub-paragraph 8.49, Termination for Default.

## 4.0 TERM OF MASTER AGREEMENT

**4.1** This Master Agreement is effective November 1, 2010 as authorized by the Board of Supervisors. This Master Agreement shall expire on October 31, 2015 unless sooner extended or terminated, in whole or in part, as provided herein.

**4.2** The County shall have the sole option to extend the Master Agreement term for up to two (2) additional one-year periods and six (6) month to month extensions, for a maximum total Master Agreement term of seven (7) years and six (6) months. Each such option and extension shall be exercised at the sole discretion of the Interim Director or his/her designee as authorized by the Board of Supervisors. The option to extend the term will be subject to review and approval by County Counsel and the Chief Executive Office, and notification to the Board.

**4.3** Contractor shall notify DHS when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the DHS at the address herein provided in Exhibit A.

## 5.0 CONTRACT FEES

**5.1** The Fees for this Master Agreement shall be the amount payable by County to Contractor for performing all tasks, deliverables, goods, services and any other work required under this Master Agreement. The Contractor shall be paid according to Exhibit G (Medical Laboratory Services Fee Schedule), and Exhibit H. (Discount and Added Charges), of this Agreement.

**5.2** The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or 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, shall occur only with the County's express prior written approval.

**5.3 No Payment for Services Provided Following Expiration/ Termination of Master 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, nor Contractor be obligated to provide services to County, after the expiration or other termination of this Master Agreement. 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 Master 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 Master Agreement.

**5.4 Fee Structure Guarantee**

5.4.1 Fees for tests specifically listed in Exhibit G (Medical Laboratory Services Fee Schedule), shall be the maximum fees payable by the County for the term of this Agreement.

5.4.2 For tests not listed in Exhibit G, but ordered from Contractor's published commercial fee schedule, the fees and test descriptions ordered shall be based on Contractor's maximum trade discount from Contractor's published commercial fee schedule for the same or equivalent service under similar quantity and delivery conditions. In the event of a change in the Contractor's published and commercial fee schedule,

Contractor shall notify the Department of Health Services, Contracts and Grants Division in writing immediately, furnishing an electronic replacement copy of the new fee schedule or discount structure. Unless the new fee schedule is expressly stated to be effective on a later date, revisions of fee structure shall be effective seven (7) calendar days after such notification and receipt thereof or, in the case of a newly developed test, effective on the date the County receives notice of the test.

In no event, shall the discount rate and added charges shown in Exhibit H increase throughout the term of the Master Agreement, unless changes are made in accordance with the Master Agreement, Paragraph 8.1 Amendments.

**5.5 Discounts and Added Charges**

5.5.1 **Discount for Serial Specimens**

The fee for each serial specimen submitted for the same test on the same patient at one time will be the fee specified on the test list for a single specimen. For tests not listed in Exhibit G, Medical Laboratory Services Fee Schedule, the general fee structure discount for test on Contractor's published commercial fee schedule shall apply.

5.5.2 **Discount to be Applied to Contractor's Currently Published Commercial Fee Schedule**

For tests not listed in Exhibit G, Medical Laboratory Services Fee Schedule that are requested by County, Contractor agrees that cost reductions as shown in Exhibit H (Discount and Added Charges) shall be applied to Contractor's currently published commercial fee schedule.

5.5.3 **Added Charges for Emergency (STAT) Services**

1. When a test requested by County is processed and reported in accordance with the definition of a STAT test, or STAT service, the billing for such test shall be subject to the STAT assay charges shown in Exhibit H (Discount and Added Charges)

2. Each STAT specimen that is picked up by Contractor, whether it occurs during the day or night, shall be subject to the STAT pickup charges shown in Exhibit H (Discount and Added Charges).

5.5.4 **Miscellaneous Fees**

Contractor shall bill County monthly in arrears for any miscellaneous fees to perform all tasks, deliverables, goods, services and any other work required under this Master Agreement as specified in Exhibit H (Discount and Added Charges).

**5.6 Invoices and Payments**

5.6.1 For providing the tasks, deliverables, services, and other work authorized pursuant to the Statement of Work (Exhibit I) and elsewhere hereunder, Contractor shall invoice County on a per deliverable basis and in accordance with Exhibit G, Medical Laboratory Services Fee Schedule and Subparagraph 5.5, Discounts and Added Charges of this Master Agreement.

5.6.2 Payment for all work shall be on a fixed price per deliverable basis, subject to amounts specified Exhibit G, Medical Laboratory Services Fee Schedule, less any amounts assessed in accordance with sub-paragraph 8.31, Liquidated Damages.

5.6.3 County shall not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.

5.6.4 All work performed by, and all invoices submitted by, Contractor pursuant to services under this Master Agreement must receive the written approval of Facility's Project Laboratory Manager, who shall be responsible for a detailed evaluation of Contractor's performance before approval of work and/or payment of invoices is permitted.

5.6.5 Invoices under this Master Agreement shall be submitted to the County Facility where services were rendered.

5.6.6 **Invoice Content**

The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the applicable test services requests. The Contractor's invoices shall contain the information set for in the Statement of Work, Paragraph 13.5, Monthly Billing Summary, for which payment is claimed.

**Fixed Price Per Deliverable:**

Each invoice submitted by Contractor shall include a billing summary of the tests performed. The monthly billing summary reports are due by the fifteenth (15th) working day of every month. The report shall, at a minimum, include the following information:

-Name of test ordered (listed alphabetically);
-Quantity of each test ordered;
-Unit price of each test;
-Total cost for each test;
-Discount;
-Credit;
-Added charges for STAT services;
-The total amount of the invoice, including year-to- date invoice amount;
-Histopathology – itemization of charges (charges per block, additional biopsies on same patient, etc.) -Initial of County authorized person ordering test; -Period of performance of work being invoiced; -Name(s) of persons who performed the work;

5.6.7 **Local Small Business Enterprises (SBE) – Prompt Payment Program (if applicable)**

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

5.6.8 All invoices under this Master Agreement shall be submitted the County Facility where services are rendered. The original shall be mailed to the County's Facility Laboratory Manager with a copy to the Facilities Finance Department.

5.6.9 All claims for payment for services provided to a CHP member shall be made directly to the County unless CHP directly refers a CHP member to Contractor, in which case all claims for

payment for services to a CHP member shall be made directly to CHP. Further, Contractor, its agents, trustees, or assignees will look sole to County or CHP, as applicable, for payment and not to a CHP member.

## 6.0 ADMINISTRATION OF MASTER AGREEMENT – COUNTY

COUNTY ADMINISTRATION

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

### 6.1 Master Agreement Program Director (MAPD)

The MAPD has the authority to negotiate and recommend changes to this Master Agreement and to make best efforts to resolve disputes between DHS facilities and Contractor.

### 6.2 Facility Project Director/Facility CEO

The Facility Project Director, or designee, has the authority to manage the operation of the Master Agreement.

### 6.3 Facility Project Laboratory Manager (Laboratory Director)

A Project Laboratory Manager will be assigned by Facility's CEO.

6.3.1 The responsibilities of the Project Laboratory Manager include:

- ensuring that the technical standards and task requirements articulated in individual test requests are satisfactorily complied with, and shall provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform test service requests;
- coordinating and monitoring the work of Contractor personnel assigned to the Project Laboratory Manager's specific projects, and for ensuring that this Master Agreement's objectives are met;

- monitoring, evaluating and reporting Contractor performance and progress on test requests;
- coordinating with Contractor's Laboratory Director, on a regular basis, regarding the performance of Contractor's personnel on each particular project;
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.3.2 Facility Project Laboratory Managers are not authorized to make any changes in lab rates, dollar totals or periods of performance, or in the terms and conditions or to Exhibit G Medical Laboratory Tests of this Master Agreement.

### 6.4 Facility Project Laboratory Monitor

The Facility Project Laboratory Monitor is County's chief contact person with respect to the day-to-day administration of this Master Agreement. The Facility Project Laboratory Monitor shall manage patient lab test requests, and generally be the first person for Contractor to contact with any questions. This position may also be assigned as the Facility Project Laboratory Manager.

## 7.0 ADMINISTRATION OF MASTER AGREEMENT – CONTRACTOR

### 7.1 Contractor's Laboratory Director

7.1.1 Contractor's Laboratory Director is designated in Exhibit B. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Laboratory Director.

7.1.2 Contractor's Laboratory Director shall be responsible for Contractor's day-to-day activities as related to this Master Agreement and shall coordinate with Facility's Project Laboratory Manager on a regular basis with respect to all active test requests.

### 7.2 Contractor's Authorized Official(s)

7.2.1 Contractor's Authorized Official(s) are designated in Exhibit B. Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).

7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

**7.3 Approval of Contractor's Staff**

If County is dissatisfied with the performance of the contractor, the County has the right to request removal of Contractor's staff performing work hereunder including, but not limited to, Contractor's Laboratory Director or designated alternate and Specimen Driver. County and Contractor will work in good faith to resolve any concerns. At a reasonable request of the County and if commercially feasible, Contractor will replace staff working on this contract including the Laboratory Director, if County's concerns cannot be resolved through a collaborative process.

**7.4 Contractor's Staff Identification**

7.4.1 Contractor shall provide, at Contractor's expense, all staff entering a County Facility or its grounds under this Master Agreement with a photo identification badge.

7.4.2 The identification badge shall be prominently displayed on the upper part of the body. The identification badge shall include a visible photo, identifying employee by name and company. Such badge shall be displayed on employee's person at all times he/she is on County designated property.

**7.5 Background and Security Investigations**

7.5.1 All Contractor staff performing work at a County Facility under this Master Agreement may be required to undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work at a County Facility under this Master Agreement. County shall use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. The fees associated with obtaining the background information shall be commercially reasonable and shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the

background clearance investigation. County shall perform the background check and bill Contractor for the cost or deduct such amount from funds owed by County to Contractor.

7.5.2 County may request that the Contractor's staff be immediately removed from working at a County Facility on the County Master Agreement at any time during the term of this Master Agreement. County will not provide to the Contractor nor to the Contractor's staff any information obtained through the County conducted background clearance.

7.5.3 County may immediately, at the sole discretion of the County, deny or terminate facility access to the Contractor's staff that do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.

7.5.4 Disqualification, if any, of the Contractor's staff, pursuant to this sub-paragraph 7.5, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

**7.6 Confidentiality**

7.6.1 Contractor shall maintain the confidentiality of all records and information, including, but not limited to, billings, County records and patient records, in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH) and the Confidential of Medical Information Act (CMIA).

7.6.2 Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, administrative penalties and fines assessed including, without

limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality and indemnification provisions of this Agreement.

7.6.4 Reserved.

7.6.5 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit L.

**7.7 Staff Performance While Under the Influence**

Contractor shall not knowingly permit any employee to perform services under this Master Agreement while under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair their physical or mental performance.

**7.8 Mandatory Personnel Monitoring Reports**

Contractor shall maintain documentation demonstrating its staff performing test service requests for the County have valid applicable licenses/certificates/accreditations, are in good conduct in laboratory practices in accordance with the Centers for Disease Control and Prevention (CDC) guidelines, certified by CLIA to the complexity of test performed, valid State of California license to provide clinical laboratory services; meets the Federal CLIA of 1988 requirements which includes utilization of the current Reporting System, in full compliance with Department of Transportation (DOT), and CDC transportation regulations, and in compliance with all applicable accreditations for services provided by Contractor. Contractor shall provide the Facility Project Laboratory Monitor with an annual report to demonstrate compliance by Contractor. The Facility Project Laboratory Manager, Facility Project Laboratory Monitor or other authorized County personnel shall monitor and/or audit and re-audit Contractor's compliance at any time during the term of this Master Agreement.

**7.9 Business Solicitation**

Contractor agrees it will neither directly, nor through its officers, employees, agents, or subcontractors, solicit business from County patients or County employees for the purpose of increasing the utilization of this Master Agreement.

**7.10 Rules And Regulations**

During the time that Contractor's employees or agents are on County premises, such person shall be subject to the rules and regulations of such County premises. The Facility's Project Laboratory Manager shall furnish a copy of its rules and regulations to Contractor prior to the commencement of services under this Master Agreement and, during the term of this Master Agreement, shall furnish Contractor with any changes thereto as from time to time may be adopted. It is the responsibility of Contractor to acquaint its employees who are to provide services hereunder with such rules and regulations. Contractor shall permanently withdraw any of its employees from the provision of services hereunder upon written notice from Facility's Project Director

that: (1) such employee has violated such rules or regulations; or (2) such employee's actions, while on County premises, indicated that the employee may adversely affect the delivery of health care services. Upon removal of any employee, Contractor shall immediately replace the employee and continue services hereunder.

## 8.0 STANDARD TERMS AND CONDITIONS

### 8.1 Amendments

8.1.1 **Addition of Test /Technical Specializations**

An Amendment to the Master Agreement shall be prepared by the County and executed by the Contractor and by Interim Director, or his/her designee, to add, delete or change the scope of service or test list pricing to meet patient or departmental needs.

8.1.2 The Director of DHS, or his/her designee, may at his/her sole discretion, amend the Master Agreement to add and delete DHS, DPH and DOC facilities, and/or other County Departments' facilities. To implement an addition or deletion of facility, an Amendment to the Master Agreement shall be prepared by the County and executed by the Contractor and by Interim Director or his/her designee.

8.1.3 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such orders, an Amendment to the Master Agreement shall be prepared by the County and executed by the Contractor and by the Interim Director or his/her designee.

8.1.4 The Interim Director, or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Master Agreement. The Contractor agrees that such extensions of time shall not change any other term or condition of this Master Agreement during the period of

such extensions. To implement an extension of time, an Amendment to the Master Agreement shall be prepared by the County and executed by the Contractor and by Director or his/her designee.

**8.2 Assignment And Delegation**

8.2.1 The Contractor shall not assign its rights or delegate its duties under this Master 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 sub-paragraph, County consent shall require a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.2 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 the Master Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Master Agreement.

8.2.3 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 the Master Agreement which may result in the termination of this Master 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.

**8.3 Authorization Warranty**

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

**8.4 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76**

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 Master Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, or directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Master 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 promptly notify County in writing, during the term of this Master 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 Master Agreement upon which the County may immediately terminate or suspend this Master Agreement.

## 8.5 Complaints

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.1 Within 10 business days after the Master Agreement effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall review such changes and provide County with its comments as to Contractor's willingness to modify its internal policies.

8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

8.5.5 The Contractor shall preliminarily investigate all complaints and notify the Facility's Project Laboratory Manager of the status of the investigation within 5 business days of receiving the complaint.

8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.7 Copies of all written responses shall be sent to the Facility's Project Laboratory Manager within 3 business days of mailing to the complainant.

## 8.6 Compliance With Applicable Laws, Rules and Regulations

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

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, administrative penalties and fines assessed, costs, and expenses,

including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

**8.7 Compliance with Civil Rights Laws- Antidiscrimination and Affirmative Action Laws**

8.7.1 The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17); the Fair Employment & Housing Act, Government Code Section 12920-12922; and Affirmative Action in County Agreements, Chapter 4.32 of the Los Angeles County Code to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be

otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Agreement.

8.7.2 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.7.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.7.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation.

8.7.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political

affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.

8.7.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.7 when so requested by the County.

8.7.7 If the County finds that any provisions of this sub-paragraph 8.7 have been violated, such violation shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.

8.7.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

8.7.9 **Antidiscrimination in Services:** Contractor shall not discriminate in the provision of services hereunder because of race, color, religious creed, national origin, ethnic group identification, ancestry, age, sex, sexual orientation, medical condition, marital status, political affiliation, or physical or mental disability in accordance with requirements of Federal and State laws. For the purpose of this

sub-paragraph, 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 a person which is not equivalent or is provided in a non-equivalent manner or at a nonequivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner 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 quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Master Agreement are provided services without regard to race, color, religious creed, national origin, ethnic group identification, ancestry, sex, sexual orientation, age, medical condition, marital status, political affiliation, physical or mental disability.

8.7.10 The Contractor shall certify to, and comply with, the provisions of Exhibit C - Contractor's EEO Certification.

**8.8 Compliance with County's Jury Service Program**

8.8.1 **Jury Service Program:** This Master 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, a copy of which is attached as Exhibit D and incorporated by reference into and made part of this Master Agreement.

8.8.2 **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 County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract 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 contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Master Agreement, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph 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 Master 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 Jury Service 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 Master 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 sub-paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

**8.9 Conflict Of Interest**

8.9.1 No County employee whose position with the County enables such employee to influence the award or administration of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way

participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The 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 Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph 8.9 shall be a material breach of this Master Agreement.

**8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List**

Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement to perform the services set forth herein, the 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 re-employment list during the life of this Master Agreement.

**8.11 Consideration of Hiring Gain/Grow Program Participants**

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the 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 Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The

County will refer GAIN/GROW participants by job category to the Contractor.

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

**8.12 Contractor Responsibility and Debarment**

8.12.1 **Responsible Contractor**

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 Master Agreement. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 **Chapter 2.202 of the County Code**

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

8.12.3 **Non-responsible Contractor**

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 a contract 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.

8.12.4 **Contractor Hearing Board**

1. 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.
2. 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.
3. 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 Contractor Hearing Board.
4. 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 interests of the County.

5. 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 includessupporting 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.

6. 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.

8.12.5 **Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

**8.13 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. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

**8.14 Contractor's Exclusion from Participating in a Federally Funded Program**

8.14.1 Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded 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 Interim Director within ten (10) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

8.14.2 Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any

Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program.

8.14.3 Failure by Contractor to meet the requirements of this sub-paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Master Agreement.

**8.15 Contractor's Warranty of Adherence to County's Child Support Compliance Program**

8.15.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Master Agreement are in compliance with their court- ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.15.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Master Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding 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).

**8.16 Contractor's Warranty Of Compliance With County's Defaulted Property Tax Reduction Program**

8.16.1 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.

8.16.2 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 Master Agreement will maintain compliance, with Los Angeles Code Chapter 2.206.

**8.17 County's Quality Assurance Plan**

The County or its agent will evaluate the Contractor's performance under this Master Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Master Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Master Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

**8.18 Damage to County Facilities, Buildings or Grounds**

8.18.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.18.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

8.18.3 County reserves the unilateral right to make any repairs which Interim Director determines, in his/her sole discretion, to be a public safety issue requiring immediate repair. County will bill Contractor for the cost of said repair or deduct said cost from any outstanding amounts owed by County to Contractor.

**8.19 Employment Eligibility Verification**

8.19.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Master Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.19.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Master Agreement.

**8.20 Facsimile Representations**

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Master Agreement, such that the parties need not

follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of “original” versions of such documents.

**8.21 Fair Labor Standards**

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees 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 work performed by the Contractor’s employees for which the County may be found jointly or solely liable.

**8.22 Federal Access to Records**

If, and to the extent that, Section 1861 (v)(1 )(l) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(l) is applicable, Contractor agrees that for a period of Contractor shall retain records for all services performed for a period of seven (7) years, including retaining slides and cell/tissue blocks as may be required by law, CLIA and CAP accreditation guidelines, including maintaining related reports, following the furnishing of services under this Master 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 authorize representatives, the Agreements, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided 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 twelve (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.

**8.23 Contractor Performance during Civil Unrest or Disaster**

The Contractor recognizes that health care Facilities maintained by County provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Master Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible and the personal safety of Contractor's employees, agents, and or contractors is not compromised or adversely affected by such performance. Failure to comply with this requirement shall be considered a material breach by Contractor for which County may immediately terminate this Master Agreement.

**8.24 Governing Law, Jurisdiction, And Venue**

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

**8.25 <u>HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT</u>:**

8.25.1 The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (HIPAA). Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA.

8.25.2 The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

8.25.3 Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA law and implementing regulations related to transactions and code sets, privacy, and security.

8.25.4 Each party further agrees that, should it fail to comply with its obligations under HIPAA, it shall indemnify and hold harmless the other party (including the other party's officers, employees, and agents), for damages to the other party that are attributable to such failure.

**8.26 Independent Contractor Status**

8.26.1 This Master Agreement is by and between the County and the 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 the County and the 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.

8.26.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. The 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 the Contractor.

8.26.3 The Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The 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 work performed by or on behalf of the Contractor pursuant to this Master Agreement.

8.26.4 The Contractor shall adhere to the provisions stated in sub-paragraph 7.6 – Confidentiality.

**8.27 Indemnification**

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

**8.28 General Provisions for All Insurance Coverage**

Without limiting Contractor's indemnification of County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.28 and 8.29 of this Master Agreement. 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 Master 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 Master Agreement.

8.28.1 **Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Master Agreement.
- Renewal Certificates shall be provided to County not less than 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 Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Master 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 Master Agreement. Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners (NAIC) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor 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:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6E
Los Angeles, CA 90012
Attention: Kathy Hanks,
Director, Contract Administration and Monitoring

and

County of Los Angeles
Department of Health Services
Centralized Contract Monitoring Division 5555 Ferguson Drive, Suite 210
Commerce, CA 90022

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 Master Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.28.2 **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 General 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 an additional insured, 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.

8.28.3 **Cancellation of Insurance**

Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

8.28.4 **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 Master Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Master Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

8.28.5 **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.

8.28.6 **Contractor's Insurance Shall Be Primary**

Contractor's insurance policies, with respect to any claims related to this Master 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.

8.28.7 **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 Master Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

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

8.28.9 **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.

8.28.10 **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 Master Agreement. Contractor understands and agrees

it shall maintain such coverage for a period of not less than three (3) years following Master Agreement expiration, termination or cancellation.

8.28.11 **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.

8.28.12 **Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard Insurance Services Office, Inc. (ISO) separation of insureds provision with no insured versus insured exclusions or limitations.

8.28.13 **Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, 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.

8.28.14 **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.

**8.29 Insurance Coverage**

8.29.1 **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 |

8.29.2 **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 Master Agreement, including owned, leased, hired, and/or non- owned autos, as each may be applicable.

8.29.3 **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.

8.29.4 **Unique Insurance Coverage**
**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.

**8.30 Licenses, Permits, Registrations, Accreditations, and Certificates**

Contractor shall obtain and maintain in effect during the term of this Master Agreement, all valid licenses, permits, registrations, accreditations, and certificates required by law which are applicable to its performance of this Master Agreement, and shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Master Agreement, all licenses, permits, registrations, accreditations, and certificates required by law which are applicable to their performance of services hereunder. All such licenses, permits, registrations, accreditations, and certifications relating to services hereunder shall be made available to County upon request.

**8.31 Liquidated Damages**

8.31.1 If, in the judgment of the Interim Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Interim Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by

the Interim Director, or his/her designee, in a written notice describing the reasons for said action.

8.31.2 If the Interim Director determines that there are deficiencies in the performance of this Master Agreement that the Interim Director or his/her designee, deems are correctable by the Contractor over a certain time span, the Interim Director or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Interim Director may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars ($100) per day per infraction, or as may be specified in the Performance Requirements Summary (PRS) Charts, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

(c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.31.3 The action noted in sub-paragraph 8.31.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the

Contractor to complete or comply with the provisions of this Master Agreement.

8.31.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or as specified in the PRS or sub-paragraph 8.31.2, and shall not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

**8.32 Intentionally Omitted**

**8.33 Non Exclusivity**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Master Agreement shall not restrict the Department from acquiring similar, equal or like goods and/or services from other entities or sources.

**8.34 Notice of Delays**

Except as otherwise provided under this Master Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Master Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party. When STAT testing is requested, each party is to give notice to the other as soon as delay is discovered.

**8.35 Notice of Disputes**

The Contractor shall bring to the attention of the Facility Project Laboratory Manager and/or Facility Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Master Agreement. If the Facility Project Laboratory Manager or Facility's CEO is not able to resolve the dispute, the Interim Director, or designee shall resolve it. Contractor shall have problem resolution program in place to specifically address and solve any issue the Contractor or a sending County laboratory may have, related but not be limited to the services received herein, test reporting, and billing discrepancies. Such a program must include, but not be

limited to, a defined escalation process to resolve problems when initial attempts fail to produce satisfactory outcomes.

**8.36 Notice to Employees Regarding the Federal Earned Income Credit**

The 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 Notice No. 1015.

**8.37 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 E of this Master Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

**8.38 Notices**

All notices or demands required or permitted to be given or made under this Master Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits A, County's Administration and B, Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Interim Director or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Master Agreement.

**8.39 Prohibition Against Inducement or Persuasion**

Notwithstanding the above, the Contractor and the County agree that, during the term of this Master Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

## 8.40 Public Records Act

8.40.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.42 - Record Retention and Inspection/Audit Settlement of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master 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) and 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.

8.40.2 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 an SOQ 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.

## 8.41 Publicity

8.41.1 The Contractor shall not disclose any details in connection with this Master 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 Master Agreement within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Master 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 Facility's Project Director. The County shall not unreasonably withhold written consent.

8.41.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this sub-paragraph 8.41 shall apply.

**8.42 Record Retention and Inspection/Audit Settlement**

8.42.1 **Medical Laboratory Tests**

Contractor shall maintain a computerized test reporting system summarizing the results of tests performed by Contractor. Such records all include, but are not limited to, progress notes and records of services provided in sufficient detail to permit the evaluation of services rendered pursuant to this Master Agreement. All test records performed by Contractor shall be retained by Contractor for a period of seven (7) years following the expiration or earlier termination of this Master Agreement, unless otherwise required by law, CLIA and CAP accreditation guidelines. During such seven (7) year period, as well as during the term of this Master Agreement, all such records shall be retained by Contractor and shall be made available upon ten (10) working days prior written notice to authorized representatives of County designated by the Interim Director or by County's Auditor-Controller, or both, for purposes of inspection and audit.

8.42.2 The Contractor shall maintain, and provide upon request by County, accurate and complete financial records of its activities

and operations relating to this Master 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 Master Agreement.

8.42.3 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 Master Agreement, except as may be prohibited under applicable laws or regulations. 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 Master 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 made available by the Contractor at a location in Los Angeles, Orange, Riverside, San Bernardino, or Ventura 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.

8.42.4 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, including audits conducted by the Medicare and Medi-Cal programs, or both, then the Contractor shall file a copy of each such audit report, including Statement of Auditing Standards No. 70 Type 2 Reports, with the County's Auditor-Controller within thirty (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).

8.42.5 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.42 shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.

8.42.6 If, at any time during the term of this Master Agreement or within seven (7) years after the expiration or termination of this Master Agreement, representatives of the County conduct an audit of the Contractor regarding the work performed under this Master 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 Master 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 Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

8.42.7 **Knox-Keene Health Care Services Requirements**

Contractor shall maintain all applicable books and records regarding services rendered to members of the County's Community Health Plan (CHP) for a period of seven (7) years from the expiration or earlier termination of this Master Agreement, unless otherwise required by law, CLIA and CAP accreditation guidelines. During such period, as well as during the term of this Agreement, Director or the State of California Commissioner of Corporations, or both, reserve the right to inspect at reasonable times upon demand,

Contractor's books and records relating to: 1) the provision of health care services to CHP members, 2) the costs thereof, 3) co-payments received by Contractor from CHP members, if any, and 4) the financial condition of Contractor.

Contractor shall maintain such books and records and provide such information to the Interim Director and to the State of California Commissioner of Corporations as may be necessary for compliance with the provisions of the Knox- Keene Health Care Service Plan Act of 1975 (Health and Safety Code Sections 1340, et seq.) and all rules and regulations adopted pursuant thereto.

8.42.8 **Audit/Compliance Review**

In the event County representatives conduct an audit/ compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all financial reports, medical laboratory test records, and reports pertaining to this Master Agreement and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Interim Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review.

County may conduct a statistical audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of any such audit/ compliance review at which time the results shall be discussed with Contractor. Contractor shall be provided with a copy of any resultant written evaluation report(s).

Contractor shall have the opportunity to review County's findings for Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/compliance review results to provide

documentation to the County representatives to resolve audit exceptions. If, at the end of the thirty (30) day period there remain audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit or sample results shall be applied to the total County payments made to Contractor for all claims paid during the audit/ compliance review period to determine Contractor's liability to County.

**8.43 Recycled Bond Paper**

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 this Master Agreement.

**8.44 Restrictions on Lobbying**

If any Federal funds are to be used to pay for Contractor's services under this Master 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 provided under this Master Agreement also fully complies with all such certification and disclosure requirements.

**8.45 Subcontracting**

8.45.1 The requirements of this Master Agreement may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.

8.45.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.45.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

8.45.4 The Contractor shall remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.45.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Master Agreement. The Contractor is responsible to notify its subcontractors of this County right.

8.45.6 The Facility's CEO is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County at the address shown in Paragraph 8.45.8 for their files.

8.45.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.45.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to: County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street – 6E
Los Angeles, CA 90012
Attention: Kathy K. Hanks, C.P.M.
Director, Contract Administration & Monitoring

before any subcontractor employee may perform any work hereunder.

**8.46 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program**

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.15 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Master Agreement pursuant to sub-paragraph 8.49 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

**8.47 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program**

Failure of Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.16 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Master Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

**8.48 Termination for Convenience**

8.48.1 Either party, County or Contractor, may terminate this Master Agreement, in whole or in part, from time to time or permanently, when such action is deemed to be in the best interest of the terminating party. Termination of work hereunder shall be effected by notice of termination to the other party specifying the extent to

which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.48.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall immediately:

- Stop work under the this Master Agreement, as identified in such notice;
- Transfer title and deliver to County all completed work and work in process; and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.48.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement shall be maintained by the Contractor in accordance with sub-paragraph 8.42, Record Retention and Inspection/Audit Settlement.

**8.49 Termination for Default**

8.49.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of County's Project Director:

- Contractor has materially breached this Master Agreement;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any services issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.49.2 In the event that the County terminates this Master Agreement in whole or in part as provided in sub-paragraph 8.49.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Master Agreement to the extent not terminated under the provisions of this subparagraph.

8.49.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.49.2 if its failure to perform this Master Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs 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 the Contractor to meet the required performance schedule. As used in this subparagraph 8.49.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.49.4If, after the County has given notice of termination under the provisions of this sub-paragraph 8.49, it is determined by the

County that the Contractor was not in default under the provisions of this sub-paragraph 8.49, or that the default was excusable under the provisions of subparagraph 8.49.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.48 - Termination for Convenience.

8.49.5 The rights and remedies of the County provided in this sub-paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

**8.50 Termination for Improper Consideration**

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

8.50.2 The 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.

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

**8.51 Termination for Insolvency**

8.51.1 The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (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 the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.51.2 The rights and remedies of the County provided in this sub-paragraph 8.51 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

**8.52 Termination for Non-Adherence of County Lobbyist Ordinance**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Master Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Master Agreement.

**8.53 Termination for Non-Appropriation of Funds**

Notwithstanding any other provision of this Master Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Master Agreement during any of the County's future

fiscal years unless and until the County's Board of Supervisors appropriates funds for this Master Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

**8.54 Unlawful Solicitation**

Contractor shall inform all of its officers and employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of Business and Professions Code of the State of California (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 said provisions by its officers and employees. Contractor agrees that if a patient requests assistance in obtaining the services of any attorney, it will refer the patient to the attorney referral service of all those bar associations within Los Angeles County that have such a service.

**8.55 Validity**

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

**8.56 Waiver**

No waiver by the County of any breach of any provision of this Master Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph 8.56 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

### 8.57 Warranty Against Contingent Fees

8.57.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Master Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.57.2 For breach of this warranty, the County shall have the right to terminate this Master Agreement and, at its sole discretion, deduct from the Master Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## 9.0 UNIQUE TERMS AND CONDITIONS

### 9.1 Contractor's Charitable Activities Compliance

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 Charitable Contributions Certification, Exhibit K, 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. (County Code Chapter 2.202).

### 9.2 No Intent to Create a Third Party Beneficiary Contract

Notwithstanding any other provision of this Master Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Master Agreement.

## 9.3 Reporting of Child/Elder and Dependent Adult Abuse

9.3.1 Contractor staff working on this Master Agreement shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within three (3) business days and shall submit all required information, in accordance with the PC Sections 11166 and 11167.

9.3.2 Contractor staff working on this Master Agreement shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The Contractor staff working on this Master Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

9.3.3 Contractor staff's failure to report as required is considered a breach of this Master Agreement subject to immediate termination and is also a misdemeanor, punishable by up to one year in jail, a fine of up to $5,000 or both.

**MASTER AGREEMENT FOR**

**REFERENCE MEDICAL LABORATORY SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Interim Director of the Department of Health Services or designee and approved by County Counsel, and Contractor has caused this Master Agreement to be executed in its behalf by its duly authorized officer, this ____ day of , 20__.

COUNTY OF LOS ANGELES

By_____
Interim Director, Department of Health Services

By_____
Contractor

Signed:_____

Printed:_____

Title:_____

APPROVED AS TO FORM:
Andrea Ordin County Counsel

By_____
Deputy County Counsel

**MASTER AGREEMENT FOR**
**OVERFLOW REFERENCE MEDICAL LABORATORY SERVICES**

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**EXHIBIT A**

# *COUNTY'S ADMINISTRATION*

MASTER AGREEMENT NO. _____

| County<br>Facility Project Director/Facility CEO | Project Laboratory Manager (Laboratory Director) | Project Laboratory Monitor | Finance |
|---|---|---|---|
| Harbor-UCLA Medical Center 1000 W. Carson Street<br>Torrance, CA 90509<br>Gail V. Anderson, CMO | Name: Harriet Vaughns Tel: 310 222 2919<br>hvaughs@dhs.lacounty.gov | Name: Harriet Vaughns Tel: 310 222 2919<br>hvaughs@dhs.lacounty.gov | See SOW Attachment E, Column, "Monthly Billing and Summary Address" |
| LAC+USC Healthcare Network 1200 N. State Street<br>Los Angeles, CA 90033<br>Pete Delgado, CEO | Name: Marilyn Chogyoji MT Tel: 323 409 7077 Fax: 323 441 8147<br>mchogyoji@dhs.lacounty.gov | Name: Marilyn Chogyoji MT Tel: 323 409 7077 Fax: 323 441 8147<br>mchogyoji@dhs.lacounty.gov | See SOW Attachment E, Column, "Monthly Billing and Summary Address" |
| Martin Luther King, Jr. - MACC 12021 S. Wilmington Ave.<br>Los Angeles, CA 90059<br>Cynthia M Oliver,Int CEO | Name: Michelle Gretz Tel: 310 668 8244<br>mgretz@dhs.lacounty.gov | Name: Michelle Gretz Tel: 310 668 8244<br>mgretz@dhs.lacounty.gov | See SOW Attachment E, Column, "Monthly Billing and Summary Address" |
| ValleyCare Olive View-UCLA 14445 Olive View Drive<br>Sylmar, CA 91342<br>Carolyn Rhee, CEO | Name: Julie Foley Tel: 818 364 4032 Fax: 323 526 9854<br>jfoley@dhs.lacounty.gov | Name: Julie Foley Tel: 818 364 4032 Fax: 323 526 9854<br>jfoley@dhs.lacounty.gov: | See SOW Attachment E, Column, "Monthly Billing and Summary Address" |
| Rancho Los Amigos National Rehabilitation Center<br>7601 E. Imperial Hwy.<br>Downey, CA 90242<br>Jorge Orozco, Int CEO | Name: Boontar Valinluck Tel: 562 401 8991<br>Fax: 562 803 0281<br>bvalinluck@dhs.lacounty.gov | Name: Boontar Valinluck Tel: 562 401 8991<br>Fax: 562 803 0281<br>bvalinluck@dhs.lacounty.gov | See SOW Attachment E, Column, "Monthly Billing and Summary Address" |
| High Desert health System 44900 N. 60th Street West Lancaster, CA 93536 | Name: Diane Blixt Tel: 661 945 8405 Fax: 661 945 4682<br>dblixt@dhs.lacounty.gov | Name: Diane Blixt Tel: 661 945 8405 Fax: 661 945 4682<br>dblixt@dhs.lacounty.gov | See SOW Attachment E, Column, "Monthly Billing and Summary Address" |
| Department of Coroner 1104 North Mission Road, Los Angeles, CA 90033<br>Chief Executive Officer | Name: Elizabeth Seung<br>Tel: 323 343 0682<br>Fax: 323 441 9947<br>eseung@coroner.lacounty.gov | Name: Elizabeth Seung<br>Tel: 323 343 0682<br>Fax: 323 441 9947<br>eseung@coroner.lacounty.gov | See SOW Attachment E, Column, "Monthly Billing and Summary Address" |
| Department of Public Health Public Health Laboratory 12750 Erickson Avenue<br>Downey, CA 90242<br>Mary Beth Duke | Name: Mary Beth Duke<br>Telephone: 562 658 1350<br>Fax: 562 401 5995<br>mduke@ph.lacounty.gov | Name: Mary Ledbetter Tel: 562 658 1351<br>Fax: 562 4015995<br>mledbetter@ph.lacounty.gov | See SOW Attachment E, Column, "Monthly Billing and Summary Address" |
| Department of Public Health Community Health Services<br>241 N. Figueroa Street, Room 346 Los Angeles, CA 90012<br>Deborah Davenport | Name: Deborah Davenport Tel: 213 240 8009 Fax: 213 250 8755<br>ddavenport@ph.lacounty.gov | Name: Mitchell Kushner MD Tel: 323 943 8332 (cell)<br>Off: 213 989 7162. Fax: 213 250 8755 mkushner@ph.lacounty.gov | See SOW Attachment E, Column, "Monthly Billing and Summary Address" |

**CONTRACTOR'S ADMINISTRATION**
MASTER AGREEMENT NO. _____

**CONTRACTOR'S NAME**: _____

**CONTRACTOR'S LABORATORY DIRECTOR:** ***Name:*** _____

***Title:*** _____
Address: _____

***Telephone:*** _____ ***Facsimile:*** _____
***E-Mail Address:*** _____

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)** ***Name:*** _____

***Title:*** _____
Address: _____

***Telephone:*** _____ ***Facsimile:*** _____
***E-Mail Address:*** _____

_____

***Name:*** _____
***Title:*** _____
Address: _____

***Telephone:*** _____ ***Facsimile:*** _____
***E-Mail Address:*** _____

**Notices to Contractor shall be sent to the following address:**

***Name:*** _____
***Title:*** _____
Address: _____

_____

***Telephone:*** _____ ***Facsimile:*** _____
***E-Mail Address:*** _____

# *CONTRACTOR'S EEO CERTIFICATION*

Contractor Name: _____

Address: _____

Internal Revenue Service Employer Identification Number: _____

## GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

## CONTRACTOR'S SPECIFIC CERTIFICATIONS

| | | | |
|---|---|---|---|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes | No |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes | No |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes | No |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes | No |

_____

Authorized Official's Printed Name and Title

_____ _____

Authorized Official's Signature Date

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE



## 2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

## 2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract 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 such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8 A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1 100 or a successor provision.

D. "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 chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

## 2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

## 2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

## 2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

## 2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

## 2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

## 2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

# CONTRACTOR'S
# REFERENCE MEDICAL LABORATORY TEST CATEGORIES

(NOT ATTACHED)

**EXHIBIT G**

# REFERENCE MEDICAL LABORATORY SERVICES FEE SCHEDULE

(NOT ATTACHED)

**EXHIBIT H**

## DISCOUNT AND ADDED CHARGES

(NOT ATTACHED)

# STATEMENT OF WORK
## Reference Medical Laboratory Services


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# STATEMENT OF WORK
# Reference Medical Laboratory Services

## 1.0 STATEMENT OF WORK (SOW)

The County of Los Angeles (hereafter referred to as "County" or "County Laboratories", unless otherwise stated) require contracted clinical medical laboratories ("Contractor") to provide ongoing as-needed diagnostic analyses of body fluids and other suitable specimens from humans for the purpose of assisting County physician(s) in determining the appropriate treatment for County patients.

Contractor will be responsible for specimen pick-up, transportation, testing, analysis and reporting test results directly to the requesting County Laboratory and the return of specimens, in accordance with the terms and conditions of this Master Agreement. County will be responsible for collecting the specimens from the patients and preparing them for pick-up by the Contractor, in accordance with the terms and conditions of this Master Agreement. County does not guarantee any minimum or maximum amount of utilization of Contractor services, and may or may not be utilized, at County's sole discretion.

Contractor providing clinical medical laboratory services to the County must be Clinical Laboratory Improvement Act (CLIA) certified and licensed by the State of California to provide medical laboratory services. The Contractor must be in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Contractor shall own, lease, or rent, at its own expense, a medical laboratory facility, located in Los Angeles, Orange, Riverside, San Bernardino, or Ventura County that is specifically designed to run tests and analyze test samples. The Contractor must employ appropriate and sufficient number of experienced and qualified personnel, including, but not limited to, a full-time laboratory director, pathologists, Clinical Laboratory Scientists (CLS), cytologists, and medical laboratory technicians all of which must have the required valid credentials, licenses and certificates.

## 2.0 ADDITION/DELETION OF SCOPE OF SERVICES OR TEST LIST PRICING

2.1 An Amendment to the Master Agreement shall be prepared by the County and executed by the Contractor and by the Interim Director or his/her designee to add, delete or change the scope of service or test list pricing to meet patient or departmental needs.

2.2 All changes must be made in accordance with the Master Agreement, Paragraph 8.1, Amendments.

## 3.0 QUALITY CONTROL

Contractor shall establish and utilize a comprehensive Quality Control Plan (QCP) to assure the County a consistently high level of performance throughout the term of the Master Agreement in providing medical laboratory services herein that meet, or exceed, College of American Pathologists (CAP) requirements, United States Food and Drug Administration (FDA) Clinical Laboratory Improvement Amendments (CLIA), The Joint Commission (JC) accreditation, American Society of Cytology, HIPAA compliancy, and any other appropriate accreditation or licensing agency. The QCP shall be submitted to the County's Facility Laboratory Manager for review at least ten (10) days prior to Contractor beginning work under this Master Agreement. The QCP shall include, but is not limited to the following:

A. Method of monitoring to ensure that Contract requirements and the quality assurance as prescribed by applicable accrediting agencies (i.e, CLIA, JC, and FDA) are met.

B. Method of keeping quality control records in accordance with Federal and State regulations on each laboratory test it performs, which shall include, but not be limited to, applicable accrediting agencies, methods for determination of test accuracy and for determination of test reproducibility. The Contractor shall also participate in a national proficiency survey programs and in the publication of a detailed procedures manual, or manuals, describing the tests performed in Contractor's laboratory.

C. Procedures used including documentation of source material, accuracy, sensitivity, specificity, frequency of monitoring, job title and level of personnel performing monitoring functions, and precision for each test provided.

D. Method of providing 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 tests or proper interpretation of test results.

E. Contractor shall have an ongoing system of quality assurance/improvement and shall keep quality control records and records of all inspections conducted by Contractor. These records, which must include, but is not limited to, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

## 4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Statement of Work, and further described in Master Agreement, Paragraph 8.17, County's Quality Assurance Plan.

4.1 **Meetings**

Contractor may be required to attend scheduled monthly or quarterly meetings. Failure to attend will cause an assessment of fifty dollars ($50.00).

4.2 **Contract Discrepancy Report (Attachment D)**

Verbal notification of a Contract discrepancy will be made to the Contractor's Laboratory Director as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County's Facility Project Laboratory Manager or his/her designee will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the Facility Project Laboratory Manager within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the Facility Project Laboratory Manager within ten (10) workdays.

4.3 **County Observations**

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Master Agreement at any time during normal business hours. However, County personnel may not unreasonably interfere with the Contractor's performance.

At County's request, Contractor shall provide details of its procedures used, including documentation of source material, accuracy, sensitivity, specificity, and precision for each test provided; and it shall provide periodic publication of normal ranges (or reference limits), including mean values and standard deviations, or ninety-five percent (95%) confidence limits whichever is appropriate; and it 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 tests or proper interpretation of test results. In addition, Contractor shall accept and assay either blind, blind duplicates, or known quality control samples from County, from time to time, the results of which may provide the basis for continuation or discontinuation of this Master Agreement.

4.4 **Facility Site Review(s)**

County or its agent will perform a facility site review on not less than an annual basis. Contractor shall allow the Interim Director's designated staff to perform such facility site review of Contractor's operation under this Agreement. Contractor shall take corrective action on any deficiencies identified through any such site review performed either by the Interim Director's staff or by a qualified review agency. Such corrective action

shall be completed within sixty (60) calendar days of Contractor's receipt of a site deficiencies notice, except that if the deficiencies compromise the quality of service delivered under this Agreement, Interim Director may immediately suspend or recommend termination of this Agreement pursuant to the termination provisions of this Master Agreement.

## 5.0 DEFINITIONS

In addition to the definitions contained in the Master Agreement, Paragraph 2.0 - Definitions, following are definitions of terms used in this SOW:

5.1 **Assay:** An analysis of a laboratory test.

5.2 **Critical Value Test Results:** Test results which in the judgment of the Contractor, or the County (when discrepant, County's judgment prevails), may be of critical and immediate importance to a patient's care, and as such, must be immediately reported by Contractor to County laboratory. County's criteria for critical value test Results are specified in Attachment F to this Statement of Work. Critical value turn-around-time testing results shall be provided as soon as it is available, after confirming test results in no event later than one (1) hour after confirming test.

5.3 **Cytology:** The branch of biology that deals with the structure, functions, multiplication, pathology and life of cells. Cytology tests involve the testing of body fluids to determine cell diseases.

5.4 **Cytogenetic:** A branch of biology that deals with heredity and the cellular components, particularly chromosomes associated with heredity.

5.5 **Emergency (STAT) Services:** For all County Facilities, Laboratory services for emergency situations, in which a laboratory test result must be received by the County within a maximum of (4) hour period after County notifies Contractor of STAT specimen pick-up.

5.6 **Fee Structure:** Fee determining policy used by Contractor to bill County for services including tests listed in Master Agreement, Exhibit G (Medical Laboratory Services Fee Schedule), within Contractor's current published commercial fee schedule and Exhibit H, Discount and Added Charges used by Contractor, as applied to County bills, whether published or not.

5.7 **Full-Time Personnel:** Staff normally present in the laboratory that work no less than, eight (8) hours a day five (5) days a week, and/or no less than a forty (40) hour week.

5.8 **Histopathology:** The branch of biology that deals with functions of the body's tissues and organs.

5.9 **Holiday:** State and nationally recognized holidays including, but are not necessarily limited to, New Year's Day, President's Day, Dr. Martin Luther King, Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

5.10 **Reference Medical Laboratory Services**: As needed clinical laboratory services provided by Contractor under this Master Agreement.

5.11 **Random Access:** As used here, it refers to the test run schedule. In normal circumstances, the Contractor will run tests in the order that County enters the test request in the Contractor's Laboratory Information System (LIS). Random access capability would allow Contractor to bypass this ordered sequence to schedule and run STAT tests as first priority.

5.12 **STAT Tests:** For all County Facilities, emergency tests, in which results are required within a maximum of four (4) hours of notification by County for specimen pickup. Refer to STAT Tests subparagraph 12.7, STAT Tests, and Paragraph 12.8, Reporting Test Results.

5.13 **Test List:** List of laboratory tests (or tests) identified in the (Test List, Turn-around-times, and Fees) Attachment(s), which Contractor has agreed to perform.

5.14 **Test Specimen**: A test sample.

5.15 **Turn-around-times (TAT):** The interval of time from the time specimens are pickup from requesting County laboratory or Contractor has been notified to pickup specimen, to the time the printed test results are returned/reported (either by computer [LIS-LIS interface or as produced on the requesting County laboratory's computer terminal printer], or delivered directly by messenger to such a laboratory) to County by Contractor.

For routine general tests (i.e., laboratory tests that are neither Critical Value or STAT), it is the interval from the scheduled pick up day and time as specified in this Statement of Work to the time the results are transmitted to County. For most of these tests, the TAT is 24 hours.

For STAT tests, it is the interval from the time Contractor has been notified to pick up the STAT specimen(s) to the time the printed STAT test result is transmitted to County. For most STAT tests, the TAT time is a maximum of four (4) hours.

## 6.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

**COUNTY**

### 6.1 Personnel

The County will administer the Contract according to the Master Agreement, Paragraph 6.0, Administration of Master Agreement - County. Specific duties include, but not limited to:

- Monitoring the Contractor's performance in the daily operation of this Master Agreement. In order to comply with State hospital licensing requirements, the County will carefully monitor STAT TAT to ensure that Contractor reports results within the times specified in this Master Agreement.
- Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- Preparing Amendments in accordance with the Master Agreement, Paragraph 8.1, Amendments

### 6.2 Furnished Specimens

The County will provide the Contractor with specimens that are appropriately labeled, prepared for testing, and packed for pick up at the locations designated in Attachment E, Facility Specification Sheet. These specimens will be for routine and STAT tests, as ordered by County physicians.

**CONTRACTOR**

### 6.3 Laboratory Director (Laboratory Manager)

6.3.1 Contractor shall provide a full-time Laboratory Director or if approved by County's Project Director, a designated alternate that meets the requirements of a Laboratory Director. County Laboratory must have access to the Laboratory Director, or his County authorized alternate, during all hours, 365 days per year to consult laboratory testing as it applies to: receipt of test/specimens, laboratory testing methodology, results (both clinical and methodological), reports, and all other service related information described herein.

6.3.2 Contractor shall provide a telephone number where the Laboratory Director may be reached twenty-four (24) hours a day, seven (7) days a week.

6.3.3 Laboratory Director shall act as a central point of contact with the County.

6.3.4 Laboratory Director shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Laboratory Director shall be able to effectively communicate, in English, both orally and in writing.

### 6.4 Laboratory Personnel

6.4.1 Contractor shall assign a sufficient number of experienced and certified as applicable California licensed M.D.'s, Ph.D.'s, clinical laboratory scientists, cytotechnologists (as applicable in compliance with the provisions of the California Business and Professional Code Section 1271), and other laboratory personnel to commensurate with the complexity, diversity, and quality, of the tests performed at all times, to properly supervise and review the accuracy of the laboratory tests and work performed by the Contractor's laboratory personnel and other related staff.

6.4.2 Contractor shall be required to background check their employees as set forth in sub-paragraph 7.5 – Background & Security Investigations, of the Master Agreement.

### 6.5 Specimen Pick Up Personnel

Contractor shall assign designated personnel as needed for the pick up, transportation and return of laboratory test specimens including STAT specimens at the locations designated in Attachment E, Facility Specification Sheet.

Contractor shall ensure that all of its specimen pick up drivers, whether employed or hired: 1) maintain an acceptable driving record, 2) have a valid California driver's license, 3) are trained in biohazardous materials handling and spill cleanup in compliance with DOT, CDC transportation regulations, Federal and State regulations and all applicable regulatory agencies and 4) wear appropriate photo identification, as described in Master Agreement, Paragraph 7.4. 5) comply with County Facility laboratory policies including, but not limited to, signing test pick-up logs.

## 7.0 MATERIALS AND EQUIPMENT

The purchase of all materials, supplies, laboratory testing equipment, office equipment, and data handling equipment to provide medical laboratory services is the responsibility of the Contractor. Contractor shall ensure that the operation and maintenance of the laboratory equipment will assure satisfactory performance of required tests. Contractor shall use materials and equipment that are safe for the environment and safe for use by its employees.

Contractor shall provide all bottles, carriers, cervical cytobrushes, cold and warm packs, coolers, heating blocks, vials, and other supplies as required by County laboratories to stabilize samples and maintain specimen integrity when in transit to Contractor's laboratory. Such supplies shall be provided upon request by County Laboratory at no additional cost to County, or to County laboratory making such a request. In addition, upon request, all supplies regularly available to Contractor's regular commercial customers shall also be available to County.

## 8.0 TRAINING

8.1 Contractor shall provide training programs in their assigned tasks for all new employees and continuing in-service training for all employees assigned to perform work during the term of this Master Agreement.

8.2 All employees shall be fully trained in their assigned tasks and in safe handling of specimen, equipment and hazardous waste disposal. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards and Federal and State regulations for clinical laboratories.

8.3 Contractor shall provide documentation of training programs for all employees, including Contractor's new employees, within thirty (30) days of request by the County's Facility Project Laboratory Manager.

## 9.0 HOURS/DAY OF WORK

Contractor shall provide medical laboratory testing and related services as described herein, to County laboratories, on an as-needed basis, twenty-four (24) hours a day, seven (7) days a week, including holidays and time of strike, riot, insurrection, civil unrest, natural disaster, or a similar event when such services are physically possible to provide.

## 10.0 WORK SCHEDULES

10.1 Contractor shall ensure that all laboratory tests, including critical value and STAT tests will be available on an appropriate production schedule, as needed to meet the County's established TAT, as specified in this SOW, Paragraph 12.9, Turn-around-times (TAT).

10.2 Most of the tests required by the County are for general laboratory tests, in which the County's required TAT is twenty four (24) hours. The Contractor shall submit for review and approval a work schedule for each specimen pickup, laboratory testing and submission of various types of test results to the County's Facility Laboratory Project Manager within ten (10) days prior to starting work. Additionally, said work schedules shall be set on an annual calendar identifying all the required on-going tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon the tasks will be performed.

10.3 Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County's Facility Project Laboratory Manager for review and approval within five (5) working days prior to scheduled time for work.

## 11.0 UNSCHEDULED WORK - CONTRACTOR

11.1 In the event of emergency situations, County requires immediate test results. These are referred to as STAT tests. STAT test results shall be reported as described in Paragraph 12.8, Reporting Test Results.

11.2 Facility's Project Laboratory Manager may authorize the Contractor to perform unscheduled work, including, but not limited to, re-testing or replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence.

11.3 All unscheduled work shall commence on the established specified date and time. Contractor shall proceed diligently to complete said work within the specified TAT.

11.4 The County reserves the right to assign unscheduled work to other licensed and certified medical laboratories.

## 12.0 SPECIFIC WORK REQUIREMENTS - CONTRACTOR

12.1 All tests requested by each County Laboratory shall be available and performed in Contractor's clinical medical laboratory, unless otherwise approved in by Facility's Project Laboratory Manager to be performed elsewhere, as allowed by this Agreement. The County reserves the right to utilize specialty laboratories for unique tests.

12.2 Facility's Project Laboratory Manager may require Contractor to perform tests which are contained in Contractor's published commercial fee schedule.

12.3 The Contractor shall analyze all test samples by methodologies approved by County's Project Laboratory Manager.

12.4 Contractor shall maintain a consultation service that is available to the County twenty-four (24) hours a day, seven (7) days a week, including holidays, in order to respond to direct telephone queries from County personnel regarding a specific specimen or test result.

12.5 The Contractor shall retain records for all services performed for a period of seven (7) years following contract expiration, including retaining slides and cell/tissue blocks as may be required by law, CLIA and CAP accreditation guidelines, including maintaining related reports.

12.6 **Specimen Transportation**

Contractor shall pick up and transport all test specimens at regularly scheduled times from the locations designated in Attachment E, Facility Specification Sheet using its own vehicles or hired vehicles approved by County. For each County pickup site, Contractor shall pick up specimens for general tests on a set, routine schedule at least twice a day, seven (7) days a week, including holidays. County Laboratory at its sole discretion may request fewer pickups. Contractor must ensure that STAT pickups are picked up from each County Laboratory within sixty (60) minutes of notification, as detailed in Paragraph 12.9, Turn-around-times (TAT).

Contractor shall not add County Laboratory pickup sites as part of area-wide routes.

Since several hours may elapse between the time the specimens are picked up at the designated locations and transported to Contractor's testing laboratory, depending upon the pickup route and schedule, the Contractor shall maintain the integrity of the specimens during transport from the pick up sites to Contractor's testing laboratory by keeping specimens at appropriate temperatures: room temperature (25° C/72-75° F), body temperature (35-37° C/98.6° F), as needed refrigerator temperature (4° C/32° F), or frozen (-20° C/- 6° F). Specimens shall be transported within 24 hours of pickup from County Laboratory to Contractor's testing laboratoy.

County's Facility Project Laboratory Manager shall have the option to increase or decrease the frequency, and change the times at which the specimens are picked up by the Contractor, at no additional charge to the County.

12.7 **Specimen Handling and Testing**

**Routine Tests -** The Contractor shall ensure that all test samples are handled under properly controlled and secured conditions at all times, including but not limited to, specimen pickup, transportation, return to Contractor's laboratory, test preparation, testing, and analysis, as needed to maintain the integrity and security of the test specimens to be analyzed, and as required to achieve, or verify, accurate test results.

**STAT Tests -** County staff shall prepare STAT specimens immediately, and clearly label or tag each specimen and accompanying paperwork as "STAT" and call Contractor for specimen pick up at any one of the pickup sites. County staff will ensure the integrity of the specimens at all stages of preparation for pickup by Contractor's staff, keeping specimens at room temperature, body temperature, refrigerated or frozen as required.

Upon delivery to Contractor's testing facility, the tests for STAT specimens shall be performed in a timely manner in order to have results available to the County within a maximum of four (4) hours of notification by County for specimen pickup. Contractor must either have adequate staff to make these unscheduled pickups or contract with a courier service.

12.8 **Reporting Test Results**

The Contractor must analyze test results for all routine and STAT specimens. These results must be reported electronically on County's LIS, and on hard copy reports that can be printed in batches or on demand at any County Facility. The results must be viewable, retrievable, and printable by way of the following methods: patient's name, date of birth, date drawn/collected, accession number/site code, and electronic medical record. In the event that electronic reporting is not available at County Laboratory, Contractor shall ensure that test report results are provided in triplicate.

The Contractor shall transmit all numeric and interpretive results electronically, including microbiology, cytology, and pathology reports, by way of an interface with County's LIS.

Development and implementation of the Contractor's interface with County LIS for all tests shall be at Contractor's expense further described in Paragraph 14.0**,** Computer System Equipment and General Services.

The Contractor shall follow certain specific procedures when reporting test results and agrees that County will be able to assess a performance requirement deduction pursuant to Paragraph 16.0 Performance Requirements Summary, Attachment C [Performance Requirements Summary (PRS)] if the reporting requirements for test results as described in this Subparagraph 13.0 are not met.

**A. GENERAL LABORATORY TESTS**

General Laboratory Test results will be reported on County LIS and sent to County in both on-line and in hard copy formats within the specified TAT.

The printouts must, at a minimum, include the patient's name, birth date, file number, requesting County laboratory's specimen (accession) number and patient location, name of requesting physician, date and time of specimen pick up, date and time of receipt by Contractor, date and time test completed, date and time of report, report/result with interpretation, reference range when available, contract TAT, and test charges including any applicable discount as applicable that are required by the State Department of Health.

**B. CRITICAL VALUE TESTS**

Contractor agrees to be responsible for determining and identifying test results which, in the judgment of County, may be of critical and immediate importance to a patient's care, and must report such test results to County's requesting laboratory via on-line and verbally by telephone as soon as test results are confirmed.

Critical value test reports shall include documentation of the name and title of County staff receiving the information, date and time of notification, the laboratory test result determined to be of critical value, and name and title of Contractor's laboratory employee reporting the test results and documentation that results were read back.

Critical value test results may differ from sending County laboratory. It is the responsibility of Contractor to check with each laboratory from time to time to determine the critical value test results to be reported, and to also use Contractor's best judgment to inform such

laboratories when Contractor believes a critical value test result situation exists.

## C. STAT TESTS

STAT test results shall be reported to requesting County Laboratory as soon as it is available verbally by telephone (with confirmation), or facsimile/FAX (with telephone confirmation of FAX receipt), followed by a computer to computer interface printed report. Reporting test results by telephone or FAX shall be within the TAT specified for STAT tests.

STAT test results shall include documentation of the name and title of County staff receiving the information, date and time of notification, the test results/interpretation, reference range when available, and name and title of Contractor's laboratory employee reporting the test results, and documentation that results were read back.

Any subcontracted laboratories shall provide STAT laboratory test services as previously outlined. Any deviation from Contractor's computer – computer (LIS-LIS) interface with County laboratory must be authorized by County's Facility Project Laboratory Manager.

## D. CYTOLOGY AND HISTOPATHOLOGY TESTS

All cytology reports on patients having abnormal results of high-grade and above squamous or glandular intraepithelial lesion, and all malignant cytologic and histopathologic diagnosis shall be reported immediately to the County laboratory, as specified above in Paragraph B, Critical Value Test**.**

**Cytology and Histopathology Testing**

When performing cytology tests, Contractor shall ensure the following conditions:

1. Less than two percent (<2%) false negative screening rate for gynecologic cytology is documented;

2. All significant discrepancies between cytology and histology results are investigated and appropriate actions taken;

3. At least ten percent (10%) of negative gynecologic cases not referred to a pathologist are rescreened;

4. On results of low grade squamous intraepithelial lesions and above, the Facility's Project Laboratory Manager or his authorized designee has been contacted to determine if definitive action was taken on the reported test results;

Physicians interpreting cytologic test results are certified in anatomic pathology and cytotechnologists are certified/ licensed by the State of California;

5. Facility's Project Laboratory Manager or his authorized designee may request all or a portion of a day's cytologic preparations for outside assessment of the quality of the preparations are submitted.

6. Contractor must 1) retain all cytology/histopathology slides and cell/tissue blocks examined for at least five (5) years; 2) maintain records of tests/services for at least five (5) years; and 3) retain cytology and histopathology reports for at least ten (10) years after the performance or termination of the Agreement and provide copies to County's representatives within five (5) working days, as required under the regulations of CLIA and Section 1271h of the California Business and Professions Code. At the end of the required retention period, cell/tissue blocks, slides, and records are to be disposed. County's Facility Project Laboratory Manager will be notified 10 days in advance of such disposal, and if requested, arrangements will be made to transfer cell/tissue blocks, slides, and records to the requesting County laboratory. Contractor may be requested by County to provide all original slides to County within forty-eight (48) hours of verbal notice.

When performing histopathology tests, Contractor shall ensure the following conditions:

1. Conduct a peer review on twenty-five percent (25%) of the routine cases and for all cases of CIN and invasive carcinoma.

2. Provide basic histologic stains as evidenced for PAS, Giemsa, AFB, and Methenamine silver stains.

3. At the request of County's Facility Project Laboratory Manager submit all or a portion of a day's histologic preparations for outside assessment of the quality of the preparations.

4. Physicians interpreting histologic preparations are certified in anatomic pathology. Histotechnologists are certified for histologic procedures.

5. Cell block and histologic specimens are prepared according to standard protocol, fixed and stained by routine H & E methodology and by additional biochemical stains, as needed.

**Additional DPH Testing Requirements**

1. Provide supplies needed for Pap collection (e.g. specimen collection vials, broom-like devices, extended tip spatulas, endocervical brushes and requisition forms).

2. Collect specimens from each of the 12 DPH STD clinics.

3. Perform liquid based Pap test on each specimen, and reflex high-risk HPV testing on ASC-US (Atypical Squamous Cells of Undetermined Significance) results as ordered.

4. Quality Control – Perform a daily check of staining and cell imprinting of slides for liquid-based pap test.

12.9 **Turn-around-times (TAT)**

Contractor shall analyze all test samples within the completion times required by requesting County Laboratory. The TAT for reporting test results shall be as follows:

For most routine general test specimens, the TAT shall not exceed twenty-four (24) hours beyond the agreed upon TAT for each test.

There shall be prioritization of test requests so that STAT orders will supersede routine test orders. The TAT for reporting the STAT tests results are:

A. The TAT must not exceed a maximum of four (4) hours from the time the Contractor is notified of a specimen pick up more than five percent (5%) of the time on a monthly basis.

B. The pickup time for STAT specimens must not exceed sixty (60) minutes from the time the Contractor is notified by County more than ten percent (10%) of the time on a monthly basis.

C. For the critical value test results as specified in Paragraph B, the TAT for reporting such test results to County Facility via on-line and verbally by telephone as soon as test results are confirmed and in no event later than one (1) hour after receiving confirming test results.

12.10 **Subcontracting Due to Temporary Shut Down of an Assay Procedure**

If the Contractor determines that it is temporarily [three (3) days or less] unable to perform satisfactorily a certain type of assay because of an "out of control" assay or instrument breakdown, Contractor may refer County specimens submitted for such assay to another licensed laboratory. Written notification to County's Facility Project Laboratory Manager, and Contracts and Grants Division will be required. Written County approval is required before Contractor can submit any specimens to another laboratory for testing, and then under the following conditions.

A. Contractor shall be equally responsible to County for such subcontracting services as for services it provides directly;

B. Contractor's subcontract shall be in accordance with the provisions set forth in Master Agreement, Paragraph 8.45 Subcontracting;

C. Except as set forth in this paragraph, all tests and reporting requirements of this Master Agreement shall be the same for tests referred by the Contractor to an outside laboratory;

D. Contractor's reports of test results and billing shall clearly reflect the subcontractor laboratory that performed the test and the specific reason as to why Contractor could not perform the test;

E. If the Contractor determines that it will be necessary to use a subcontractor laboratory for more than three (3) consecutive days, Contractor shall give written notice to County's Facility Project Laboratory Manager within twenty four (24) hours of referral to the subcontractor laboratory.

F. The charges billed by Contractor for any services provided by a subcontractor laboratory under the provisions of this Paragraph shall not exceed the charges billed to County when the services are directly provided to the County by the Contractor.

G. All subcontractor laboratories and their staff must meet all applicable licensure requirements of Federal and State laws.

## 13.0 REPORTING REQUIREMENTS

Contractor will be required, upon County's request, to provide reports for specific time periods from Contractor's computer database summarizing the results of the tests performed by Contractor sorted as described below Paragraph 13.2, Monthly Patient List.

Contractor will provide an audit trail of laboratory contract activities in the area of tests requested and results reported.

In addition to the individualized reports described herein for each County laboratory, Contractor shall, upon County's request, provide aggregate reports of all Monthly Patient Lists and Monthly Billing Summary(ies) to such requesting laboratory.

Monthly Patient List(s) and Monthly Billing Summary(ies) shall be completed and submitted as follows: 1) the sending County Laboratory's Directors and Managers, and 2) the sending County Laboratory's Facility Finance, within fifteen (15) working days after the end of the prior calendar month.

At a minimum, Contractor shall provide the following monthly summary reports by the fifth working day of every month:

13.1 **Billing and Audit Requirements:**

To meet State and Federal requirements and to provide the sending County laboratory with a means of following a reasonable audit trail of laboratory contract activities in the area of tests requested and results reported, the following data shall be provided by Contractor to each County laboratory served by Contractor:

13.2 **Monthly Patient List:**

General Laboratory tests performed in the preceding month shall be sorted and listed by specimen (accession) number or at least by date of receipt to facilitate the auditing of the charges. Data elements shall include, but is not limited to, the following elements:

- Patient's name (last name, first name, and middle initial);
- Patient's file number or Medical Record (Contractor shall have the ability to enter and keep track of a file number with alphabetical and numerical listings of up to ten [10] digits in length);
- Patient's birth date;
- Patient's identification as a CHP member, if applicable
- Requesting laboratory's specimen (accession) number and patient's location;
- Date and time specimen received at Contractor's testing facility;
- Date and time test completed;
- Date and time test results reported;
- Actual TAT;
- Test performed and TAT for test performed as specified in Paragraph 13.4, Turn-around-times (TAT);
- Test Charges, including any applicable discount/year-to-date (total) charges;
- Laboratory performing work, if other than Contractor's laboratory.

Format headings of the Monthly Patient List shall include all of the information as specified above and arranged as follows:

| Patient Name | Patient File No./Medical Record | Patient Date of Birth | Specimen Number | Date and Time Specimen Received | Date and Time Test Completed | Date and Time Test Reported | Actual TAT | Agreement TAT | Test Charges |
|---|---|---|---|---|---|---|---|---|---|

13.3 **STAT test reporting must include the following elements:**

- Date and time Contractor notified;
- Date and time specimen picked up;
- Date and time specimen received at Contractor Facility; - Time test completed;
- Time test results reported.

13.4 **Cytology Reports must include the following elements:**

Cytology services for gynecologic cytology reports shall include a descriptive report format that utilizes the most current "Bethesda System for Reporting Cervical/Vaginal Cytological Diagnoses"

**Monthly Cytology Reports**

Monthly cytology reports are due to the County Laboratory where services are being provided by the seventh (7th) working day of every month. The report shall include the following:

Number of each diagnostic cytologic classification of cervicovaginal cytology specimens received from the County laboratory during the month and the percentage of total cervicovaginal cytology specimens received by Contractor for each diagnostic group.

The number of each diagnostic cytologic classification of cervicovaginal cytology specimens received by Contractor from its clients during that month and the percentage of total cervicovaginal cytology specimens received by Contractor for each diagnostic group.

A list (alphabetically by patient name and file number) of all cytologies greater than or equal to low grade squamous intraepithelial lesion for the County Laboratory for that month.

**DPH Monthly Cytology Reports**

Transmit electronically or fax all results (normal and abnormal) to Pap Coordinator's attention in the STD clinic in the health center where the Pap was done or arrange an e-result log-in to enable clinic staff to access patient results on-line.

E-mail the following information monthly by the seventh (7th) working day of every month, per clinic site, in an excel spreadsheet to the CHS Quality Manager, and the Area Medical Director for each SPA:

- Total number of Paps performed
- Number and percentage of total of Pap results for each diagnostic classification:
    - Negative for intraepithelial lesion or malignancy
    - Unsatisfactory
    - Limited adequacy
    - LSIL

- ASC-US w/ neg. HPV
- ASC-US w/ pos. HPV
- Endometrial cells in woman >40 years
- HSIL
- ASC-H
- AGC NOS
- AGC favor neoplasia
- AIS
- AC
- Squamous Cell Carcinoma

Listing of abnormal results per each classification below including patient identifying data, by patient name and file number:

- Unsatisfactory
- Limited adequacy
- LSIL
- ASC-US w/ neg. HPV
- ASC-US w/ pos. HPV
- Endometrial cells in woman >40 years
- HSIL
- ASC-H
- AGC NOS
- AGC favor neoplasia
- AIS
- AC
- Squamous Cell Carcinoma

**Cytology Correlation Summary Reports**

Quarterly cytology reports are due to the County Laboratory where services are being provided by the seventh (7th) working day of every quarter. Cytology correlation summary reports shall include the following:

Alphabetical listing of patients having cytologies, greater than or equal to low grade squamous or glandular intraephithelial lesion, including a date sequential record for the initial abnormal pap smear, repeat pap smear, diagnostic, therapeutic, and pending procedures for an individual patient (if available).

Once a patient has a report of a cytology, greater than or equal to low grade squamous or glandular intraephithelial lesion, that patient shall be included in every quarterly correlation summary until two (2) consecutive normal pap smears have been reported or documented follow-up measures have been instituted.

**Non-gynecologic cytology reports**

Non-gynecologic cytology reports shall include a descriptive statement of specimen adequacy, presence or absence of malignancy, and any other atypical findings.

**Histopathology reports must include:**
A detailed description of gross specimen(s); Descriptive microscopic examination; Interpretation/ diagnosis; any previous history on the patient available to Contractor; and Additional pathologist comments and pathology CDM and/or CPT codes which are compatible with County Pathology codes.

13.5 **Monthly Billing Summary:**
Each invoice submitted by Contractor shall include a billing summary of the tests performed. The monthly billing summary reports are due by the fifteenth (15th) working day of every month. The report shall, at a minimum, include the following information:

- Name of test ordered (listed alphabetically); - Quantity of each test ordered;
- Unit price of each test;
- Total cost for each test;
- Itemized Discounts;
- Credit;
- Added charges for STAT services;
- The total amount of the invoice, including year-to- date invoice amount;
- Histopathology – itemization of charges (charges per block, additional biopsies on same patient, etc.)
- Initial of County authorized person ordering test; - Period of performance of work being invoiced;
- Name(s) of persons who performed the work;

Format headings of the Monthly Billing Summary shall include all of the information as specified above and arranged as follows:

| Test | No. Ordered | Unit Price | Total Cost | Discount/ Credit | Added Charges for STAT | Total Amount Invoiced | Histology Name Charges |
|---|---|---|---|---|---|---|---|

## 14.0 COMPUTER SYSTEM EQUIPMENT AND GENERAL SERVICES

Upon the request of County Laboratory, at no additional cost to County, Contractor shall provide requesting County Facility with its preferred method of electronic data transfer.

Preferred methods of electronic data transfer are, but not limited to:

### 14.1 LIS Interface

A computer-to-computer interface with Contractor's Laboratory Information System (LIS) that will enable County's Facility Project Laboratory Manager to make inquiries regarding patient data, test orders, order status, and test results. Contractor will train designated County Laboratory staff at requested County Facility on use of Contractor's LIS. The County shall have the ability to print on demand computer terminal printouts of any and all test results, billings, and ad hoc laboratory reports retrievable by patient's name, date of

birth, date drawn/collected, accession number/site code, and electronic medical record. The results must be printed in batches no less frequently than once per eight (8) hour shift.

The interface must be in place and fully functional to the satisfaction of County's Facility Project Laboratory Manager, prior to performing any tests under this Agreement. Contractor agrees to fully cooperate with the County in the transition by County from the prior Contractor to a new Contractor. As appropriate, provide County with the initial conversion of test codes on each County LIS to match the Contractor's test codes.

The following tables in County's LIS must be addressed at each County facility:

- MA 1 (Battery/test definitions)
- MA 2 (Cum Header Definitions)
- MA 3 (Worksheet Definitions)
- MA 20 (Workload Definitions)
- MA 15 (Workstation Definitions)
- SMART Maintenance (specimen spots and container types)
- MABL (Billing) Maintenance
- HMA Maintenance – order/result code translations and grouping codes.
- All maintenance listed above will need to be built 3 times because there are 3 areas – LIVE, TEST1 and TEST2.

Contractor shall reimburse each County Laboratory for the cost of transitioning from the current Laboratory Contractor to the Replacement Contractor. The cost will include but is not limited to:

- All of the table maintenance listed above
- Tests in the County's Affinity Hospital Information System (HIS) and DPH's PHIS (Public Health Information System) planned order queue (6-12 months in the future) would be associated with old test codes.
- All of the tests in the queue would be manually canceled after activation of the Contractor's IS and reordered with new test codes.

Contractor shall create on each County Laboratory's Information System, test codes matching the contractor's test codes in terms of:

- Definition of item name and key words
- Attachment of appropriate CDM billing codes
- Allowed ordering location limitations, if any apply
- Any test specific user messages that display
- Interface code linking the LIS and HIS
- Modification of Order Management menus
- Appropriate modification of Affinity or PHIS to incorporate the reference lab test and meet each facility's display conventions

Contractor's system for LIS to LIS interface must specifically address the following areas:

A. Contain a mechanism for detecting and flagging change or mismatch between the test codes of the requesting County Laboratory and Contractor's laboratories.

B. Include available patient, specimen, and request identification parameters. Paragraph 12.8, Reporting Test Results describes detailed information on reporting format.

C. Capability to transmit data using industry standard protocol (e.g., "HL7", "ASTM", etc.)

D. To the satisfaction of the requesting County Laboratory, establish a real time virtual private network (VPN) or equivalent interface connection with the Sunquest (formerly Misys) LIS. The interface transmissions shall be at the rate of not less than 1.4 megabits/second via VPN.

E. Ensure that measures are taken to provide security and prevent unauthorized access to County's LIS or the Contractor's LIS in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

F. Provide web access to current specimen requirements and test utilization/interpretations.

G. Cytology results must be transmitted and accepted by the CoPath system so that the CoPath is able to correlate the GYN Cytology results with the surgical results as required by Federal guidelines. Until the CoPath system is capable of filing the GYN Cytology data in the appropriate fashion, the Contractor's report shall include case number and result codes at the bottom of the GYN Cytology report that correspond to the reported result text. (Example adequacy, interpretation, comments, etc). The codes may be discontinued after a suitable electronic interface is implemented by CoPath. Cytology results are to be viewable in GenLab and therefore viewable in Affinity.

H. Provide web access to current specimen requirements and test utilization/interpretations.

### 14.2 Online Access

At County's request Contractor shall provide the County with the flexibility to order tests, access specimen reports, electronic catalog of completed test results/requests via a secured internet connection.

**14.3 Computer System Hardware/Software**

At the request of County Laboratory and under the direction of each County facilities' identified IT Division, Contractor must provide at no additional cost to County, all required hardware, including terminal, printer and all software (billing, encryption/security and tracking) for the computer system.

Contractor must install all required system hardware and software components. Such system must be operational when any work under the Master Agreement commences. All equipment, software and related components shall remain property of Contractor. On-line system provided by Contractor must be accessible from an Internet browser on a County-configured workstation.

**14.4 Computer System Maintenance**

Contractor shall provide all hardware and software maintenance, including but not limited to, service, repairs and parts, for equipment installed at County Laboratories, to ensure that the system is operational at all times during the term of the Master Agreement.

**14.5 Computer Terminal and Equipment Performance**

Any equipment not performing satisfactorily, as determined by County's Facility Project Laboratory Manager, must be repaired, or if not repairable, replaced by the Contractor. The Contractor must provide any and all maintenance/repair services for the equipment, whether by in-house trained staff or by outside vendor, on a twenty-four (24) hours a day, seven (7) days a week, including holidays, within four (4) hours after County notification.

Proper assurances and checks (i.e., verification) that all hardware and/or software provided by Contractor is compatible with any existing County computer system.

Contractor shall save and hold harmless County for any destruction, damage, or loss to computer terminal equipment and/or parts supplied by Contractor under the terms of this Agreement, which are caused by acts of God or circumstances beyond the reasonable control and through no fault or negligence of County or its personnel. County Laboratory Manager shall give Contractor immediate notice of any such destruction, damage, or loss, and Contractor shall replace, restore, or repair such equipment and/or parts to operational status.

This Agreement may be terminated if Contractor fails to keep equipment in an operating condition and/or fails to replace equipment that is not repairable. Upon termination, Contractor shall immediately remove all of Contractor's computer system equipment from County premises without any cost to County.

Contractor shall provide County computer system equipment as set forth in Paragraph 14.0. Computer system equipment provided at no additional

cost to County, shall include and not be limited to: installation and use of equipment, leased online(s), maintenance and repair, training, and any other related services.

## 15.0 CONTRACTOR'S OFFICE

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 7:00 a.m. to 5:00 p.m., Sunday through Saturday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract.

When the office is closed, an answering service shall be provided to receive calls. **The Contractor's Laboratory Director or his authorized designee shall answer all calls received by the answering service within one (1) hour of receipt of the call.**

Additionally, Contractor shall maintain a consultation service that is available to the County twenty-four (24) hours a day, seven (7) days a week, including holidays, in order to respond to direct telephone queries from County personnel regarding a specific specimen or test result.

## 16.0 PERFORMANCE REQUIREMENTS SUMMARY

16.1 All listings of services used in the Performance Requirements Summary (PRS), Attachment C, are intended to be completely consistent with the Master Agreement and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Master Agreement and the SOW and this PRS, the meaning apparent in the Master Agreement and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Master Agreement and the SOW, that apparent service will be null and void and place no requirement on Contractor.

16.2 When the Contractor's performance does not conform with the requirements of this Master Agreement, the County will have the option to apply the following non-performance remedies:

- Require Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

- Reduce payment to Contractor by the computed amount specified in the PRS.

- Reduce, suspend or cancel this Master Agreement for systematic,
  deliberate misrepresentations or unacceptable levels of performance.

- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice.

16.3 This section does not preclude the County's right to terminate the Master Agreement upon ten (10) days written notice with or without cause, as provided for in Master Agreement, Paragraph 8.48, Termination for Convenience.

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ATTACHMENT A

**CLINICAL MEDICAL LABORATORY CERTIFICATION**

I (WE) hereby certify under penalty or perjury that the work within the facilities specified under the provision of the County Contract No. _____have been performed in accordance with the specifications of said Contract for the month of _____ _____, 20 ____, and that :

| | | Yes | No | Initial |
|---|---|---|---|---|
| 1 | Vendor has a current CLIA certification | _____ | _____ | _____ |
| 2 | Vendor has a current license with the State of California to provide medical laboratory services | _____ | _____ | _____ |
| 3 | Vendor is in compliance with HIPAA | _____ | _____ | _____ |
| 4 | All professional credentials are current as approved by regulating agencies and the Federal Government | _____ | _____ | _____ |
| 5 | Vendor continues to meet the Federal CLIA of 1988 requirements which includes utilization of the current Reporting System | _____ | _____ | _____ |
| 6 | Vendor remains compliant with Department of Transportation (DOT) and CDC transportation regulations | _____ | _____ | _____ |
| 7 | Vendor's staff working on this Master Agreement are experienced and qualified, all of which have the required valid credentials, licenses and certificates as described in SOW, Paragraph 6.4. | _____ | _____ | _____ |
| 8 | Vendor has provided a full-time Laboratory Director who has five (5) years experience as a physician (i.e., medical doctor, [M.D.], licensed to practice medicine in the State of California, further described in Master Agreement, Paragraph 2.2 | _____ | _____ | _____ |
| 9 | Staff entering County Facility have appropriate identification as described in Master Agreement, Paragraph 7.4 | _____ | _____ | _____ |

Company Name: _____

Authorized Representative: _____ Date:_____

ATTACHMENT B

**INSPECTION REPORT (SAMPLE)**
**REFERENCE MEDICAL LABORATORY SERVICES AGREEMENT**

FACIILTY: CONTRACTOR:

MONITOR: DATE: TIME: Contract No:

| PROVISION/TASK | PERFORMANCE LEVEL | |
|---|---|---|
| | ACCEPTABLE | UNACCEPTABLE |
| **BILLING** | | |
| Contractor's billings are in accordance with Exhibit G, Medical Laboratory Services Fee Schedule and Exhibit H, Discounts and Added Charges | ☐ | ☐ |
| **COMMENTS:** | | |
| **CONTRACT ADMINISTRATION** | | |
| Contractor's Laboratory Director is a Medical Doctor, licensed to practice medicine in the State of California Master Agreement, Paragraph 2.2 | ☐ | ☐ |
| **COMMENTS**: | | |
| Contractor's Laboratory Director is responsible for day- to-day activities as related to this Master Agreement pursuant to Master Agreement, Paragraph 7.0, and SOW Paragraph 6.3 | ☐ | ☐ |
| **COMMENTS:** | | |
| Contractor's Staff Identification meet Master Agreement, Paragraph 7.4 | ☐ | ☐ |
| **COMMENTS:** | | |
| Contractor maintains documentation demonstrating its staff performing laboratory tests for the County have applicable l icenses/certificates/accred itations pursuant to Master Agreement, Paragraph 8.30 | ☐ | ☐ |
| **COMMENTS:** | | |

**INSPECTION REPORT (SAMPLE)**
**REFERENCE MEDICAL LABORATORY SERVICES AGREEMENT**

FACIILTY: CONTRACTOR:

MONITOR: DATE: TIME: Contract No:

| | | |
|---|---|---|
| Contractor has provided the County Facility's Project Monitor with an annual report demonstrating compliance by the Contractor that it meets the requirements of Master Agreement, Paragraph 7.8, Mandatory Personnel Monitoring Reports | ☐ | ☐ |
| **COMMENTS:** | | |
| Contractor maintains procedures for receiving, investigating and responding to complaints pursuant to Master Agreement, Paragraph 8.5, Complaints | | |
| **COMMENTS:** | | |
| Contractor is in compliance with HIPAA (Exhibit J) | ☐ | ☐ |
| **COMMENTS:** | | |
| Contractor is in compliance with the insurance provision of Master Agreement, Paragraph 8.28, and 8.29 | ☐ | ☐ |
| **COMMENTS:** | | |
| Pursuant to Master Agreement, Paragraph 8.42.1, Contractor maintains a computerized test reporting system summarizing the results of tests performed by Contractor, as described in SOW, Paragraph 13.0 | ☐ | ☐ |
| **COMMENTS:** | | |
| As applicable, Contractor maintains all applicable books, documents etc, pursuant to Master Agreement, Paragraph 8.42.7, Knox-Keene Healthcare Services | | |
| **COMMENTS:** | | |

**INSPECTION REPORT (SAMPLE)**
**REFERENCE MEDICAL LABORATORY SERVICES AGREEMENT**

FACIILTY: CONTRACTOR:

MONITOR: DATE: TIME: Contract No:

| | | |
|---|---|---|
| Contractor is in compliance with the Subcontracting provisions of the Master Agreement, Paragraph 8.45, Subcontracting | ☐ | ☐ |
| **COMMENTS:** | | |
| **STATEMENT OF WORK (SOW)** | | |
| Contractor is in compliance with the Specimen Pick Up Personnel provision of SOW, Paragraph 6.5 | ☐ | ☐ |
| **COMMENTS:** | | |
| Contractor ensures that the operation and maintenance of the lab equipment is satisfactory to the performance of required tests further described in SOW, Paragraph 7.0 | ☐ | ☐ |
| **COMMENTS:** | | |
| As applicable with County Facility, Contractor meets the provisions of LIS Interface as described in SOW, Paragraph 14.0 | ☐ | ☐ |
| **COMMENTS:** | | |
| As applicable with County Facility, Contract meets the requirements of SOW, Paragraph 14.2, Online Access | ☐ | ☐ |
| **COMMENTS:** | | |
| Contractor provided at no additional cost to County, all required hardware, including terminal, printer and all software as described in Paragraph 14.3, Computer System Hardware/ Software | ☐ | ☐ |
| **COMMENTS:** | | |
| Contractor provides all hardware and software maintenance as described in Paragraph 14.4, Computer System Maintenance | ☐ | ☐ |
| **COMMENTS:** | | |

**INSPECTION REPORT (SAMPLE)**
**REFERENCE MEDICAL LABORATORY SERVICES AGREEMENT**

FACIILTY: CONTRACTOR:

MONITOR: DATE: TIME: Contract No:

| | | |
|---|---|---|
| As necessary, Contractor provides any and all maintenance/repair services for the equipment as described in SOW, Paragraph 14.5, Computer Terminal and Equipment Performance | | |
| **COMMENTS:** | | |
| Contractor meets the provisions of SOW, 8.0, Training | ☐ | ☐ |
| **COMMENTS:** | | |
| Contractor maintains an answering service as required in SOW, Paragraph 15.0 Contractor's Office | ☐ | ☐ |
| **COMMENTS:** | | |
| Contractor's Laboratory Director or his designee answers all calls received by the answering service within one (1) hour of receipt of the call as described in Paragraph 15.0, Contractor's Office | ☐ | ☐ |
| **COMMENTS:** | | |
| Contractor meets the requirements of work schedules as described in SOW, Paragraph 10.0 Work Schedules | ☐ | ☐ |
| **COMMENTS:** | | |
| Contractor meets the requirements of SOW, Paragraph 11.0, Unscheduled Work – Contractor | ☐ | ☐ |
| **COMMENTS:** | | |
| Contractor meets the requirements of SOW, Paragraph 12.6, Specimen Transportation | | |
| **COMMENTS:** | | |
| Contractor meets the provisions of SOW, Paragraph 12.7, Specimen Handling and Testing | ☐ | ☐ |
| **COMMENTS:** | | |

# REFERENCE MEDICAL LABORATORY SERVICES

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

| E/REQUIRE | STANDARD PERFORMANCE | MONITORING METHOD | DEDUCTIO FEES TO BE AS |
|---|---|---|---|
| **Contract Terms and Conditions** | | | |
| ment, 7.4 Contractor's atio | 100% Completion of Required Services. Contractor shall ensure employees entering County Facility wear appropriate identification badges. | Inspection and Observation | $50 per occurrence |
| mer 7.8, Mandatory nitoring Report | 100% Completion of Required Reporting | Inspection and receipt of semi- annual report to demonstrate compliance by Contractor. | $100 per occurrence termination for defau |
| **STATEMENT OF WORK** | | | |
| uality Control Pla all maintain Quality Contr cordance with Federal an ons on each test | 100% Completion of Required Action and Reporting | Inspection and Observation; | $50 per occurrence |
| aterials and Equipmen all provide all bottles cal cytobrushes, cold anc vials and other supplies | 100% Completion | Inspection and Observation | $50 per occurrence |
| IS Interfac ust be able to provide ompute-to-computer its own Laboratory tc ty to obtain up to date patient data, test orders d test results and ability tc and test resultsbillings, | 100% Completion of Required Service | Observation | $50 per day of non-a |

**REFERENCE MEDICAL LABORATORY SERVICES**
PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

| NCE/REQUIRE | STANDARD PERFORMANCE | MONITORING METHOD | DEDUCTIO FEES TO BE AS |
|---|---|---|---|
| pecific Wor<br>s Contractor shall<br>nsultation service that is<br>the County (24 hours a day,<br>s a week and furthe described in<br>. | 100% Completion of Required Services | Observation of availability | $50 per occurrence |
| pecimen Transportatior<br>mplies with the pickup and<br>l test specimens a regularly<br>es from the designated pickup | 100% Completion of Required Services | Random inspection and Observation | $50 per occurrence |
| eporting Test Results<br>and STAT test results a required | 100% Completion of Required Services | Random inspection and Observation | $50 per occurrence |
| , General Laborator<br>ctor must report genera<br>t results within the specifie<br>ounty LI | 100% Completion of Required Services | Inspection and Observation | $50 per occurrence |
| , Critical Value Tests<br>ust be able to identify results<br>idered critical values and mus<br>s results to County within the | 100% Completion of Required Services | Inspection and Observation | $100 per occurrence |
| , Critical Value Tests<br>st report critical valu test results<br>o-line and verbally by telephone<br>this SOW | 100% Completion of Required Services and Reporting | Inspection and Observation | Equal to 100% of the laboratory test |

**REFERENCE MEDICAL LABORATORY SERVICES**
PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

| E/REQUIRE | STANDARD PERFORMANCE | MONITORING METHOD | DEDUCTIO FEES TO BE AS |
|---|---|---|---|
| , Stat Tests Contractor TAT test results to County is available verbally by as specified in this SOV | 100% Completion of Required Services and Reporting | Inspection and Observation | $75 per occurrence |
| ur-around-times (TAT). must report genera t results within thespecified | 100% Completion of Required Services and Reporting | Inspection and Observation of the cost of each laboratory test result that was not reported by Contractor in the proper TAT. | Equal to 100% of th each laboratory test t missing or if Contrac written handling pro policies are found to been properly carrie |
| eporting Requirement | 100% Completion of Required Reporting | Receipt of County required documentation, Observation | $100 per occurrence; termination for defau contract. |
| illing and Aud | 100% Completion of Required Reporting | Receipt of County required documentation, Observation | $100 per occurrence; termination for defau contract. |
| onthly Patient Lis | 100% Completion of Required Reporting | Receipt of County required documentation, Observation | $100 per occurrence; termination for defau contract. |
| TAT Test Reportin | 100% Completion of Required Reporting | Receipt of County required documentation, Observation | $100 per occurrence; termination for defau contract. |
| ytology Report | 100% Completion of Required Reporting | Receipt of County required documentation, Observation | $100 per occurrence; termination for defau contract. |
| onthly Billing Summar | 100% Completion of Required Reporting | Receipt of County required documentation, Observation | $100 per occurrence; termination for defau contract. |

ATTACHMENT D

**REFERENCE MEDICAL LABORATORY SERVICES**
**CONTRACT DISCREPANCY REPORT**

**TO:** _____

**FROM:** _____

**DATES:** _____

Prepared:

Returned by Contractor: Action Completed:

**DISCREPANCY PROBLEMS:** _____

_____

_____

_____

Signature of County Representative: _____ Date: _____

Deadline for Completion: Date:

**CONTRACTOR RESPONSE: (Cause and Corrective Action):**

_____

Signature of County Representative: Date: _____

**COUNTY EVALUATION OF CONTRACTOR RESPONSE:**

_____

Signature of County Representative: _____ Date: _____

**COUNTY ACTIONS:** _____

_____

_____

**CONTRACTOR NOTIFIED OF ACTION**: _____

Signature of County Representative: Date: _____

Signature of County Representative: _____ Date: _____

# COUNTY OF LOS ANGELES – REFERENCE MEDICAL LABORATORY SERVICES
## FACILITY SPECIFICATION SHEET

| cility dress | Written Report Address | Tel # for Stat and Reports | Specimen Pickup Location | Monthly Billing and Summary Address | Pick Up Hours | Pick Up Frequency | Comp Ter Printer Required |
|---|---|---|---|---|---|---|---|
| dical Center 120 CT A7E Los 003 | Same | (323) 409-7178<br>(323) 409-7023 | same main address:<br><br>Core Lab D&T 2C435 | LAC+USC Health Care Network<br>Expenditure Management<br>1200 N. State Street –Trailer 22<br>Los Angeles, CA 90033<br>Attn: Contract Inv. Processing<br><br>One copy to Exp. Management<br>One copy to Hospital Manager<br><br>For LAC+USC and **all locations below**, billings and summaries shall also include:<br><br>One copy to the respective Laboratory Manager | 8am-8pm Mon-Sun/Hol | am & pm daily Mon to Fri am & pm Sat/Sun/Hol | Yes |
| A Med Cente iew Drive 34 | Same | (818)364-4029 | Same | Olive View-UCLA Med Center<br>14445 Olive View Drive<br>Sylmar, CA 91342<br>Billing to Expenditure Mgmt<br>Summary to Pathology IA1 16 | 8am-8pm Mon-Sun/Hol | am & pm daily Mon-Fri am & pm Sat/Sun/Hol | Yes |
| ing, Jr. Mul- ulatory Care<br><br>ington Avenue 300 A 9005 | Same | (310) 668-4459 | Same | King/Drew Medical Center<br>12021 S. Wilmington<br>Los Angeles, CA 90059<br>Billing to Invoice Processing<br>Weeks Bldg Rm 219<br>Summary to Pathology<br>AFH 3028 | 8am-8pm Mon-Sun/Hol | am & pm daily Mon – Fri am& pm Sat/Sun/Hol | Yes |

# COUNTY OF LOS ANGELES – REFERENCE MEDICAL LABORATORY SERVICES
## FACILITY SPECIFICATION SHEET

| cility dress | Written Report Address | Tel # for Stat and Reports | Specimen Pickup Location | Monthly Billing and Summary Address | Pick Up Hours | Pick Up Frequency | Comp Ter Printer Required |
|---|---|---|---|---|---|---|---|
| edical C<br>o-4<br>9 | Same | (310)222-2230 | Same | Harbor/UCLA Med Center<br>P. O. Box 11039<br>Invoice Processing<br>Torrance, CA 90510 | 24/7 | am & pm daily<br>Mon-Fri<br>am & pm<br>Sat/Sun/Hol | Yes |
| alth Sy<br>t.<br>9 | Same | (661)945-8291 | Same | Same as Facility Address | 8am-8pm<br>Mon-<br>Sun/Hol | am & pm daily<br>Mon-Fri<br>am & pm<br>Sat/Sun/Hol | Yes |
| igos Nat<br>C<br>ial JPI-<br>Downey, | Same | (562)401-8991 | Same<br>B-180 | Same as Facility Address<br>B176 | 8am-8pm<br>Mon-<br>Sun/Hol | am & pm daily<br>Mon-Fri<br>am & pm<br>Sat/Sun/Hol | Yes |
| oybal C245<br>eLaboratory<br>Los Angeles, CA | Same | (323) 780-2296 | Same | LAC+USC Health Care Network<br>Expenditure Management Bldg.<br>2064 Marengo St.<br>Los Angeles, CA 90033-1353 | Mon-Sat<br>8am-5pm | p.m.<br>Mon-Fri | Yes |
| dson C2829<br>eRm. 133,<br>A 9 | Same | (213) 744-3697<br>(213) 744-3698 | Same | LAC+USC Health Care Network<br>Expenditure Management Bldg.<br>2064 Marengo St.<br>Los Angeles, CA 90033-1353<br>Attn: Contract Inv. Processing | Mon-Sat<br>8am-5pm | p.m.<br>Mon-Fri | Yes |
| Health C<br>Blvd<br>9 | Same | (626) 579-8409 | Same<br>Room 133 | LAC+USC Health Care Network<br>Expenditure Management Bldg.<br>2064 Marengo St.<br>Los Angeles, CA 90033-1353<br>Attn: Contract Inv. Processing | Mon-Sat<br>8am-5pm | p.m.<br>Mon-Fri | Yes |

## COUNTY OF LOS ANGELES – REFERENCE MEDICAL LABORATORY SERVICES
## FACILITY SPECIFICATION SHEET

| cility dress | Written Report Address | Tel # for Stat and Reports | Specimen Pickup Location | Monthly Billing and Summary Address | Pick Up Hours | Pick Up Frequency | Comp Ter Printer Required |
|---|---|---|---|---|---|---|---|
| phrey CH(5850<br>113<br>A 9000 | Same | (213)235-7351 | Same | Same as Facility Address | Mon-Fri<br>8am-5pm | p.m.<br>Mon-Fri | Yes |
| H(<br>S<br>m C177/C17<br>A 9081 | Same | (310)599-9042 | Same | Same as Facility Address | Mon-Fri<br>8am-5pm | p.m.<br>Mon-Fri | Yes |
| e Ha1605<br>A 9003 | Same | (213)226-8809<br>or After Hours<br>(213)226-8813 | Same | Dept of Health Services<br>Juvenile Court Health Div.<br>1605 Eastlake Ave, Rm 137<br>Los Angeles, CA 90033 | Mon-Fri<br>12pm-3-pm | p.m.<br>Mon-Fri | Yes |

**T OF CORONER L(**

| cility dress | Written Report Address | Tel # for Stat and Reports | Specimen Pickup Location | Monthly Billing and Summary Address | Pick Up Hours | Pick Up Frequency | Comp Ter Printer Required |
|---|---|---|---|---|---|---|---|
| xamine<br>colog<br>n Rd., Rm 22<br>A 9003 | Same | | Same | Chief Medical Examiner<br>Coroner's Toxicology Laboratory<br>1104 N. Mission Rd., Room 239<br>Los Angeles, CA 90033 | Tues & Fri<br>8am – 3pm | As Needed | Yes |

# COUNTY OF LOS ANGELES – REFERENCE MEDICAL LABORATORY SERVICES
## FACILITY SPECIFICATION SHEET

**T OF PUBLIC HEALTH L**

| cility dress | Written Report Address | Tel # for Stat and Reports | Specimen Pickup Location | Monthly Billing and Summary Address | Pick Up Hours | Pick Up Frequency | Comp Te Printe Require |
|---|---|---|---|---|---|---|---|
| Laboratory 12750 ue Downey, C | Same | 562 658-1333 ph 562 401-5999 fx Section Supervisor | Same | Department of Public Health 5555 Ferguson Drive, Suite 100-50 Commerce, CA 90022 Attn: Razak Ayoola | Mon – Fri 8am to 5pm | as needed | Yes |
| y Health Cente enue 6 9353 | Same | 661.723.4503 ph 661.723.4528 fx Supervising Clinic Nurse,STD | Same | Department of Public Health 5555 Ferguson Drive, Suite 100-50 Commerce, CA 90022 Attn: Razak Ayoola | Mon – Fri 830am to 430pm | Mon – Fri 830am to 430pm | Yes |
| lth Cente 501 Avenue 9120 | Same | 818.500.5792 ph 818.244.6906 fx Supervising Clinic Nurse, STD | Same | Department of Public Health 5555 Ferguson Drive, Suite 100-50 Commerce, CA 90022 Attn: Razak Ayoola | Mon – Fri 830am to 430pm | Mon – Fri 830am to 430pm | Yes |
| d Health Cente Avenu d, CA 91601 | Same | 818.752.1458 ph 818.752.1450 fx Supervising Clinic Nurse, STD | Same | Department of Public Health 5555 Ferguson Drive, Suite 100-50 Commerce, CA 90022 Attn:Finance unit - Razak Ayoola | Mon – Fri 830am to 430pm | Mon – Fri 830am to 430pm | Yes |
| th Cente 13300 levar Pacoima, | Same | 818.896.1903 ph 818.834.3961 fx Supervising Clinic Nurse, STD | Same | Department of Public Health 5555 Ferguson Drive, Suite 100-50 Commerce, CA 90022 Attn: Razak Ayoola | Mon – Fri 830am to 430pm | Mon – Fri 830am to 430pm | Yes |
| lth Cente 330 enue Monrovia, A | Same | 626.256.1641 ph 626.303.1084 fx Supervising Clinic Nurse, STD | Same | Department of Public Health 5555 Ferguson Drive, Suite 100-50 Commerce, CA 90022 Attn: Razak Ayoola | Mon – Fri 830am to 430pm | Mon – Fri 830am to 430pm | Yes |

# COUNTY OF LOS ANGELES – REFERENCE MEDICAL LABORATORY SERVICES
## FACILITY SPECIFICATION SHEET

| cility dress | Written Report Address | Tel # for Stat and Reports | Specimen Pickup Location | Monthly Billing and Summary Address | Pick Up Hours | Pick Up Frequency | Comp Te Printe Require |
|---|---|---|---|---|---|---|---|
| lth Center 750 venue Pomona, | Same | 909.865.3845 ph<br>909.868.0298 fx<br>Supervising Clinic Nurse, STD | Same | Department of Public Health<br>5555 Ferguson Drive, Suite 100-50<br>Commerce, CA 90022<br>Attn: Razak Ayoola | Mon – Fri<br>8am to 5pm | P.M.<br>Mon-Fri | Yes |
| Cente eroa Stree Los 001 SPA 4 | Same | 213.250.8616 ph<br>213.250.5396 fx<br>Supervising Clinic Nurse, STD | Same | Department of Public Health<br>5555 Ferguson Drive, Suite 100-50<br>Commerce, CA 90022<br>Attn: Razak Ayoola | Mon – Fri<br>830am to 430pm | Mon – Fri<br>830am to 430pm | Yes |
| harmac Central 241 N. Figueroa eles, CA 9001 | Same | 213 250 8616 ph<br>213 977 0423 fx<br>Chief Pharmacist | Same | Department of Public Health<br>5555 Ferguson Drive, Suite 100-50<br>Commerce, CA 90022<br>Attn: Razak Ayoola | Mon – Fri<br>8am to 9am | Mon – Thurs<br>8am – 9am | No |
| e Clinic a munity Healt St. st Floor Los 001 | Same | 213.989.7132 ph<br>213.250.5396 fx<br>Supervising Clinic Nurse, STD @ Central | Same | Department of Public Health<br>5555 Ferguson Drive, Suite 100-50<br>Commerce, CA 90022<br>Attn: Razak Ayoola | Mon – Fri<br>830am to 430pm | Mon – Fri<br>830am to 430pm | Yes |
| lth Center 520 ue Los Angeles, | Same | 323.769.7889 ph<br>323.467.9573 fx<br>Supervising Clinic Nurse, STD | Same | Department of Public Health<br>5555 Ferguson Drive, Suite 100-50<br>Commerce, CA 90022<br>Attn: Razak Ayoola | Mon – Fri<br>830am to 430pm | Mon – Fri<br>830am to 430pm | Yes |
| an levar CA 9040 | Same | 310.998.3212 ph<br>310.315.0909 fx<br>Supervising Clinic Nurse, STD | Same | Department of Public Health<br>5555 Ferguson Drive, Suite 100-50<br>Commerce, CA 90022<br>Attn: Razak Ayoola | Mon – Fri<br>830am to 430pm | Mon – Fri<br>830am to 430pm | Yes |
| Health Cente Western Avenu CA 9006 | Same | 323.730.3576 ph<br>323.734.4365 fx<br>Supervising Clinic Nurse, STD | Same | Department of Public Health<br>5555 Ferguson Drive, Suite 100-50<br>Commerce, CA 90022<br>Attn: Razak Ayoola | Mon – Fri<br>830am to 430pm | Mon – Fri<br>830am to 430pm | Yes |

# COUNTY OF LOS ANGELES – REFERENCE MEDICAL LABORATORY SERVICES
## FACILITY SPECIFICATION SHEET

| cility dress | Written Report Address | Tel # for Stat and Reports | Specimen Pickup Location | Monthly Billing and Summary Address | Pick Up Hours | Pick Up Frequency | Comp Te Printer Require |
|---|---|---|---|---|---|---|---|
| Ce1522 Los Angeles, | Same | 323.563.4095 ph<br>323.357.7350 fx<br>Supervising Clinic Nurse, STD | Same | Department of Public Health<br>5555 Ferguson Drive, Suite 100-50<br>Commerce, CA 90022<br>Attn: Razak Ayoola | Mon – Fri<br>830am to 430pm | Mon – Fri<br>830am to 430pm | Yes |
| h C inter Ave | Same | 562.464.5357 ph<br>562.693.4525 fx<br>Supervising Clinic Nurse, STD | Same | Department of Public Health<br>5555 Ferguson Drive, Suite 100-50<br>Commerce, CA 90022<br>Attn: Razak Ayoola | Mon – Fri<br>830am to 430pm | Mon – Fri<br>830am to 430pm | Yes |
| Health C hester A 9 | Same | 310.419.5321 ph<br>310.673.3298 fx<br>Supervising Clinic Nurse, STD | Same | Department of Public Health<br>5555 Ferguson Drive, Suite 100-50<br>Commerce, CA 90022<br>Attn: Finance Unit | Mon – Fri<br>830am to 430pm | Mon – Fri<br>830am to 430pm | Yes |
| alth Cei711 leTorrance, | Same | 310.419.5321 ph<br>310.673.3298 fx<br>Supervising Clinic Nurse, STD | Same | Department of Public Health<br>5555 Ferguson Drive, Suite 100-50<br>Commerce, CA 90022<br>Attn: Finance Unit | Mon – Fri<br>830am to 430pm | Mon – Fri<br>830am to 430pm | Yes |

**EXHIBIT K**

*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.**

- Vendor 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 Vendor 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**

- Vendor 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 12585-1 2586.

Signature _____ Date _____

_____

Name and Title of Signer (please print)

EXHIBIT L1

# REFERENCE MEDICAL LABORATORY SERVICES

## MASTER AGREEMENT

### CERTIFICATION OF EMPLOYEE STATUS

(Note: This certification is to be executed and returned to County. Work cannot begin until County receives this executed document.)

CONTRACTOR NAME: _____
County Master Agreement No. _____

I CERTIFY THAT: (1) I am an Authorized Official of Contractor; (2) the individual(s) named below is(are) this organization's employee(s); (3) applicable state and federal income tax, FICA, unemployment insurance premiums, and workers' compensation insurance premiums, in the correct amounts required by state and federal law, will be withheld as appropriate, and paid by Contractor for the individual(s) named below for the entire time period covered by the Agreement.

EMPLOYEES

1.

2.

3.

4.

I declare under penalty of perjury that the foregoing is true and correct.

Signature of Authorized Official: _____

Printed Name of Authorized Official: _____

Title of Authorized Official: _____

Date:_____

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:_____

**CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT**



***(Note: This certification is to be executed and returned to County with Contractor's executed Agreement. Work cannot begin on the Agreement until County receives this executed document.)***

Contractor Name:_____

County Master Agreement No._____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, 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 Master Agreement.

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 Master Agreement. 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 Master Agreement 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 Master Agreement. 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.

COPYRIGHT ASSIGNMENT AGREEMENT

Contractor and Contractor's Staff agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by Contractor and Contractor's Staff in whole or in part pursuant to the above referenced Master Agreement, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, Contractor and Contractor's Staff hereby assign and transfer to the County in perpetuity for all purposes all their right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, Contractor and Contractor's Staff agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit H2, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

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

SIGNATURE: DATE: _____/ _____/_____

PRINTED NAME: _____

_____

POSITION:

Agreement No. _____

REFERENCE MEDICAL LABORATORY SERVICES

Amendment No. 1

This Amendment is made and entered into this 21st day of August, 2012 by and between the COUNTY OF LOS ANGELES (hereafter "County"), and The Regents of the University of California, on behalf of its UCLA Immunogenetics Center (hereafter "Contractor"). County and Contractor are sometimes referred to herein, collectively, as the "Parties" and, individually, as a "Party."

WHEREAS, on August 21, 2012, the County and Contractor, entered into Agreement No. ___ to provide Specialty Lab Services at Harbor-UCLA Medical Center ("the Master Agreement"); and

WHEREAS, it is the intent of the parties to modify the terms and conditions of the Master Agreement by and between the Parties; and,

WHEREAS, Agreement provides that changes in accordance to paragraph 8.1, Amendments or Alteration of Terms may be made in the form of an Amendment which is formally approved and executed by the parties; and

WHEREAS, pursuant to the provisions of Section 1441 and 145 of the California Health and Safety Code, County has established and operates through its Department of Health Services ("DHS") Harbor-UCLA Medical Center (hereinafter referred to as "Hospital"); and

WHEREAS, Hospital has a designated transplant center which has the personnel and the capability of transplanting organs as needed by County patients as part of their medical care; and

WHEREAS, Hospital requires that organ transplant patient testing services (i.e., medical laboratory services), be available to Hospital's medical staff, to evaluate and/or prepare County patient transplant candidates for organ transplants; and

WHEREAS, the provider of such organ transplant patient testing services must be accredited by the American Society for Histocompatibility and Immunogenetics ("ASHI") and/or authorized for use (as a member) by the United Network for Organ Sharing ("UNOS") for histocompatibility testing; and

WHEREAS, County staff does not possess the necessary skill nor expertise to competently perform all organ transplant patient testing services as required by Hospital's medical staff for its County patient transplant candidates; and

WHEREAS, Contractor is equipped, staffed, ASHI certified and/or authorized by UNOS for histocompatibility testing, and is willing to provide County with such organ transplant patient testing services, as needed; and

WHEREAS**,** County's Master Agreement contains certain provisions which are in direct conflict with long-established policies of Contractor;

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective August 21, 2012.

2. Section 7.5 of the Master Agreement shall not apply to Contractor for purposes of Contractor's provision of the Services to County because Contractor's staff shall not perform the Services at Hospital's facility.

3. Section 7.10 of the Master Agreement shall not apply to Contractor for purposes of Contractor's provision of the Services to County because Contractor's staff shall not perform the Services at Hospital's facility.

4. As used in Section 8.5 of the Master Agreement, the term "Complaints" refers to complaints made by County or Hospital about Contractor's provision of the Services, and specifically not to complaints in the context of employee grievances.

5. Subsections 8.7.2, 8.7.4, 8.7.6, 8.7.7, 8.7.8, and 8.7.10 of the Master Agreement do not apply to Contractor because Contractor is exempt from Chapter 4.32 of the Los Angeles County Code.

6. Section 8.8 of the Master Agreement shall not apply to Contractor unless Contractor's Jury Service Program is modified such that it provides for less comprehensive benefits than County's Jury Services Program.

7. Section 8.9.1 of the Master Agreement shall only apply to members of Contractor's UCLA Immunogenetics Center, and shall not apply to spouses or economic dependents of County employees.

8. Section 8.10 of the Master Agreement shall not apply to Contractor.

9. Section 8.11 of the Master Agreement shall not apply to Contractor.

10. Section 7.6.2 and 8.27 of the Master Agreement shall not apply to Contractor. The Parties agree to abide by the following indemnification provisions:

(a) Contractor shall defend, indemnify and hold County, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Master Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Contractor, its officers, employees, or agents.

(b) County shall defend, indemnify and hold Contractor, its officers, employees and agents harmless from and against any and all liability, loss, expense, (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of County, its officers, employees, or agents.

11. Section 8.28 of the Master Agreement shall not apply to Contractor. The Parties agree to abide by the insurance provisions set forth in Exhibit A attached hereto and incorporated herein by this reference.

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

/
/
/
/
/
/
/

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

COUNTY OF LOS ANGELES

By:_____
Mitchell H. Katz, M.D.
Director of Health Services

CONTRACTOR

_____

By:_____
Signature

_____
Printed Name

_____
Title

APPROVED AS TO FORM
BY THE OFFICE OF THE
COUNTY COUNSEL