



DEPARTMENT OF MENTAL HEALTH
hope. recovery. wellbeing.

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ADOPTED

September 17, 2019

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

The Honorable Board of Supervisors 22 September 17, 2019
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

CELIA ZAVALA
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL TO ENTER INTO A NEW CLINICAL LABORATORY CONTRACT WITH PRIMEX
CLINICAL LABORATORIES, INC. FOR THE PROVISION OF CLINICAL LABORATORY
SERVICES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval to enter into a new Clinical Laboratory Contract with Primex Clinical Laboratories, Inc. (Primex) for the provision of clinical laboratory services as the result of a competitive solicitation.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Director of the Department of Mental Health (Director), or his designee, to enter into a new contract substantially similar to Attachment I, with Primex to provide clinical laboratory services. The Contract will be effective upon your Board's approval with a term of one (1) year with four (4) one-year optional extensions and six (6) month-to-month optional extensions, if necessary. The Maximum Contract Amount (MCA) for Fiscal Year (FY) 2019-20 is \$166,600, and the annual MCA for each subsequent fiscal year of the Contract, if extended, shall not exceed \$200,000.
2. Delegate authority to the Director, or his designee, to prepare and execute future amendments to the Contract to revise the annual MCA; add additional/related services to ensure continuity of care; add, delete, modify, or replace the existing Statement of Work; and/or, reflect federal, State, and County regulatory and/or policy changes provided that: 1) the MCA will not exceed an increase of more than 10 percent; 2) funds are available; and 3) the amendments are subject to the prior review and approval as to form by County Counsel, with written notice to the Board and Chief Executive Officer.

3. Delegate authority to the Director, or his designee, to terminate the Contract in accordance with the Contract termination provisions, including Termination for Convenience. The Director, or his designee, will provide written notification to your Board and CEO of such termination action.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval of Recommendation 1 will enable DMH to contract with Primex to provide clinical laboratory services to the County's indigent mental health clients.

Board approval of Recommendation 2 will enable DMH to amend the Contract to revise the MCA within 10% of the annual MCA in Recommendation 1, and to modify the SOW without interruption to services.

Board approval of Recommendation 3 will enable DMH to terminate the Contract in accordance with the Contract's termination provisions, including termination for convenience, in a timely manner, as necessary.

DMH ensures that clinical laboratory services are provided to Medi-Cal and indigent clients receiving medication support to ensure patient safety and treatment efficacy as drug therapy and associated care often require supporting clinical laboratory services. These services include certified phlebotomists drawing laboratory test samples for analysis from homebound mental health clients and clients receiving care at DMH's directly operated clinics. It is the goal of DMH to provide both laboratory testing and monitoring, in a cost effective and seamless manner, by working closely with Primex to ensure that clinical laboratory services are provided to all clients receiving services at DMH Clinics. It is the responsibility of Primex to verify and bill Medi-Cal, Medi-Cal Managed Care Plans (e.g. LA Care, HealthNet, etc), Medicare, and other third-party payors when client is covered. Under this contract, DMH shall only reimburse Primex for services to clients who have no third-party insurance.

Implementation of Strategic Plan Goals

These recommendations support the County's Strategic Plan Goal I, Make Investments That Transform Lives via Strategy I.2 Enhance Our Delivery of Comprehensive Interventions, Strategic Plan Goal III, Realize Tomorrow's Government Today via Strategy III.3 Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

FISCAL IMPACT/FINANCING

For FY 2019-20, the annual funding for the Contract is \$166,600, fully funded by Sales Tax Realignment and included in DMH's FY 2019-20 Adopted Budget.

For each subsequent fiscal year the Contract is extended, the annual MCA shall not exceed \$200,000. Funding for future years will be requested through DMH's annual budget process.

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This contract is exempt from Proposition A as the clinical laboratory services to be provided cannot

be performed adequately by civil services employees and it is impossible to recruit such personnel to perform such service for the period of time such service is needed by the county. DMH does not have certified phlebotomists positions. Moreover, there are no certified phlebotomists within the County who provide services to homebound clients or who perform the array of lab tests required to serve mental health patients. Since these services affect patient health and safety, there can be no gaps in service and thus it is not possible to recruit for such positions at this time.

Attachment I has been approved as to form by County Counsel. As mandated by your Board, the performance of all contractors is evaluated by DMH on an annual basis to ensure the contractors' compliance with all contract terms and performance standards.

CONTRACTING PROCESS

On July 9, 2018, DMH issued a Request for Proposals (RFP) to identify qualified clinical laboratory service providers who were interested in contracting with DMH to provide clinical laboratory services. DMH announced the release of the RFP in the LA Times, LA Sentinel, and LA Opinion in addition to the DMH website and LA County Doing Business With Us website in accordance with Board Policy 5.020.

The RFP was closed on August 20, 2018 and a total of three (3) proposals were received. Scoring by the Evaluation Committee was completed on October 1, 2018 and Primex was the highest ranked proposer and recommended for Contract award. No appeals were filed by the non-selected proposers.

DMH has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended Contract.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

County has neither sufficient personnel nor adequate space to provide all the needed clinical laboratory services at all DMH directly-operated clinics or the phlebotomy services which may require travel to clients' homes.

Board approval of the proposed actions will allow DMH to meet the clinical laboratory service needs of mental health clients countywide.

The Honorable Board of Supervisors

9/17/2019

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Respectfully submitted,

A handwritten signature in black ink, appearing to read 'JES', is centered on the page.

JONATHAN E. SHERIN, M.D., Ph.D.

Director

Jonathan E. Sherin, M.D., Ph.D.

Director

JES:ES:SK:yy

Enclosures

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



CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF MENTAL HEALTH

AND

PRIMEX CLINICAL LABORATORIES, INC.

FOR

CLINICAL LABORATORY SERVICES

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STANDARD EXHIBITS

- A Statement of Work (SOW)
- B SOW Technical Exhibits:
 - Exhibit 1 – Terms And Definitions
 - Exhibit 2 – Contract Discrepancy Report
 - Exhibit 3 – Performance Requirements Summary
 - Exhibit 4 – Directory Of Laboratory Tests – Authorized Order List And Service Fees
 - Exhibit 5 – Service Areas – Ordering Clinics And Laboratory Services Schedule
- C Contractor’s EEO Certification
- D County’s Administration
- E Contractor’s Administration
- F Forms Required At The Time of Contract Execution
- G Jury Service Ordinance
- H Safely Surrendered Baby Law

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) AGREEMENT

- I Business Associate Agreement Under The Health Insurance Portability And Accountability Act Of 1996 (HIPAA)

SB 1262 – NONPROFIT INTEGRITY ACT OF 2004

- J Charitable Contributions Certification

REQUIRED SUPPLEMENTAL DOCUMENTS

- K Protection of Electronic County PI, PHI, and MI
- L Compliance With Encryption Requirements
- M Information Security and Privacy Requirements
- N Confidentiality Oath
- O Confidentiality of County Information Technology Requirements
- P Attestation Regarding Federally Funded Programs

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
DEPARTMENT OF MENTAL HEALTH
AND
PRIMEX CLINICAL LABORATORIES, INC.
FOR
CLINICAL LABORATORY SERVICES**

This Contract ("Contract") made and entered into this ____ day of _____, 2019 by and between the County of Los Angeles, hereinafter referred to as County and Primex Clinical Laboratories, Inc., hereinafter referred to as "Contractor" is located at 16742 Stagg Street, Suite #120, Van Nuys, CA 91406.

RECITALS

WHEREAS, the County may contract with private businesses for Clinical Laboratory Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Clinical Laboratory Services; and

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

WHEREAS, to ensure the proper care and treatment of clients at such clinics, Clinical Laboratory Services must be available at such clinics; and

WHEREAS, the Clinical Laboratory Services to be provided cannot be performed adequately or competently or satisfactorily by civil service employees and it is impossible to recruit such personnel to perform such service for the period of time such service is needed by the county; and

WHEREAS, Contractor is equipped, staffed, and prepared to provide County with Clinical Laboratory Services as described hereunder; and

WHEREAS, this Contract is authorized by California Government Code

Section 31000, California Welfare and Institutions Code (hereafter "WIC") Section 5600 et seq. and Los Angeles County Code section 2.121.250(B)(4); 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, L, M, N, O and P are attached to and form a part of this Contract. 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 Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1** Exhibit A - Statement of Work (SOW)
- 1.2** Exhibit B - SOW Technical Exhibits
 - Exhibit 1 – Terms and Definitions
 - Exhibit 2 – Contract Discrepancy Report
 - Exhibit 3 – Performance Requirements Summary
 - Exhibit 4 – Directory of Laboratory Tests – Authorized Order List and Service Fees
 - Exhibit 5 – Service Areas – Ordering Clinics and Laboratory Services Schedule
- 1.3** Exhibit C - Contractor's EEO Certification
- 1.4** Exhibit D - County's Administration
- 1.5** Exhibit E - Contractor's Administration
- 1.6** Exhibit F - Form(s) Required at the Time of Contract Execution
- 1.7** Exhibit G - Jury Service Ordinance
- 1.8** Exhibit H - Safely Surrendered Baby Law

Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) Agreement

- 1.9 Exhibit I - Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”)

SB 1262 - Nonprofit Integrity Act of 2004

- 1.10 Exhibit J - Charitable Contributions Certification

REQUIRED SUPPLEMENTAL DOCUMENTS

- 1.11 Exhibit K - Protection of Electronic County PI, PHI, and MI
- 1.12 Exhibit L - Compliance with Encryption Requirements
- 1.13 Exhibit M - Information Security and Privacy Requirements
- 1.14 Exhibit N - Confidentiality Oath
- 1.15 Exhibit O - Confidentiality of County Information Technology Resources
- 1.16 Exhibit P – Attestation Regarding Federally Funded Programs

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to 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 **Contract:** This Contract Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the Statement of Work, Exhibit A.

- 2.2 Contractor:** The sole proprietor, partnership, corporation or other person or entity that has entered into this Contract with the County to perform or execute the work covered by this Contract.
- 2.3 Clinical Laboratory Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.5 County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.6 County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.7 Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 Fiscal Year:** The 12 month period beginning July 1st and ending the following June 30th.
- 2.9 DMH:** Los Angeles County's Department of Mental Health.
- 2.10 Clinic:** DMH's mental health clinics.
- 2.11 Director:** County's Director of Mental Health or his authorized designee.

3.0 WORK

- 3.1** Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2** If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

4.1 The Initial Period of this Contract shall commence on XXX XX, 2019 and shall continue in full force and effect through June 30, 2020, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The County shall have the sole option to extend this Contract term for up to four (4) additional one-year extension periods and six (6) month-to-month extensions, for a maximum total Contract term of five (5) years and six (6) months. Each such extension option may be exercised at the sole discretion of the County's Director of Mental Health or his authorized designee.

4.2.1 Optional Extension Period(s): To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the County's Director of Mental Health or his authorized designee as defined in Paragraph 8.1 - Amendment.

(1) First Optional Extension Period: If this Contract is extended, the First Optional Extension Period shall commence on July 1, 2020 and shall continue in full force and effect through June 30, 2021.

(2) Second Optional Extension Period: If this Contract is extended, the Second Optional Extension Period shall commence on July 1, 2021 and shall continue in full force and effect through June 30, 2022.

(3) Third Optional Extension Period: If this Contract is extended, the Third Optional Extension Period shall commence on July 1, 2022 and shall continue in full force and effect through June 30, 2023.

(4) Fourth Optional Extension Period: If this Contract is extended, the Fourth Optional Extension Period shall commence on July 1, 2023 and shall continue in full force and effect through June 30, 2024.

(5) Six Month-to-Month Optional Extension Periods: If this Contract is extended, the Optional Extension Period shall commence on July 1, 2024 and shall continue in full force on a month-to-month basis through December 31, 2024.

4.3 The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may

be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

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

5.0 CONTRACT SUM

- 5.1 Reimbursement for Initial Period: The Total Contract Amount for the Initial Period of this Contract as described in Paragraph 4.0 (TERM OF CONTRACT) shall not exceed ONE HUNDRED SIXTY-SIX THOUSAND AND SIX HUNDRED DOLLARS (\$166,600). Notwithstanding any other provision of this Contract, in no event shall County pay Contractor more than this Total Contract Amount for Contractor's performance hereunder during the Initial Period. Furthermore, Contractor shall inform County when up to 75% of the Total Contract Amount has been incurred. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 8.34 (NOTICES).

Reimbursement If Contract is Extended:

(1) Reimbursement for First Optional Extension Period: The Total Contract Amount for the First Extension Period of this Contract as described in Paragraph 4.0 (TERM OF CONTRACT) shall not exceed TWO HUNDRED THOUSAND DOLLARS (\$200,000). Notwithstanding any other provision of this Contract, in no event shall County pay Contractor more than this Total Contract Amount for Contractor's performance hereunder during the First Optional Extension Period. Furthermore, Contractor shall inform County when up to 75% of the Total Contract Amount has been incurred. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 8.34 (NOTICES).

(2) Reimbursement for Second Optional Extension Period: The Total Contract Amount for the Second Extension Period of this Contract as described in Paragraph 4.0 (TERM OF CONTRACT) shall not exceed TWO HUNDRED THOUSAND DOLLARS (\$200,000). Notwithstanding any other provision of this Contract, in no event shall County pay Contractor more than this Total Contract Amount for Contractor's performance hereunder during the Second Optional Extension Period. Furthermore, Contractor shall inform County when up to 75% of the Total Contract Amount has been

incurred. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 8.34 (NOTICES).

(3) Reimbursement for Third Optional Extension Period: The Total Contract Amount for the Third Extension Period of this Contract as described in Paragraph 4.0 (TERM OF CONTRACT) shall not exceed TWO HUNDRED THOUSAND DOLLARS (\$200,000). Notwithstanding any other provision of this Contract, in no event shall County pay Contractor more than this Total Contract Amount for Contractor's performance hereunder during the Third Optional Extension Period. Furthermore, Contractor shall inform County when up to 75% of the Total Contract Amount has been incurred. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 8.34 (NOTICES).

(4) Reimbursement for Fourth Optional Extension Period: The Total Contract Amount for the Fourth Extension Period of this Contract as described in Paragraph 4.0 (TERM OF CONTRACT) shall not exceed TWO HUNDRED THOUSAND DOLLARS (\$200,000). Notwithstanding any other provision of this Contract, in no event shall County pay Contractor more than this Total Contract Amount for Contractor's performance hereunder during the Fourth Optional Extension Period. Furthermore, Contractor shall inform County when up to 75% of the Total Contract Amount has been incurred. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 8.34 (NOTICES).

(5) Reimbursement for Six (6) Month-to-Month Optional Extension: The Total Contract Amount for the six (6) month-to-month extension as described in Paragraph 4.0 (TERM OF CONTRACT) shall not exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000). Notwithstanding any other provision of this Contract, in no event shall County pay Contractor more than this Total Contract Amount for Contractor's performance hereunder during the Month-to-Month Optional Extension Period. Furthermore, Contractor shall inform County when up to 75% of the Total Contract Amount has been incurred. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 8.34 (NOTICES).

5.2 Written Approval for Reimbursement

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 person or 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 not occur except with the County's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred 75% of the total contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to DMH at the address herein provided in Exhibit D - County's Administration.

5.4 No Payment for Services Provided Following Expiration-Termination of Contract

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the 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 Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

5.5.1 The Contractor shall provide monthly electronic invoices for tasks, deliverables, goods, services, and other work performed under this Contract as specified in the SOW (Exhibit A) by Subaccount to LACDMH Accounts Payable Division located at 550 S. Vermont Avenue, 8th Floor, Los Angeles, CA 90020 for review. Invoices must include: date of service, client name, LACDMH identifier known as "Client IBHIS Number (#)," Date of Birth, Social Security Number, Clinic Name, Name of requesting clinician, laboratory procedure name, AOL, order number, CPT code, test code, itemized charges per ordering facility, client, and monthly cost of all orders to LACDMH.

5.5.2 Client's identifying information, including third-party benefits information, shall be explicitly documented on each requisition order form. Indigent clients shall be documented on requisition order forms as having "No Coverage" by LACDMH Clinics. Contractor shall contact the directly-

operated Clinic for clarification when third-party benefits information is missing or otherwise ambiguous.

- 5.5.3 Contractor shall check client's primary health insurance coverage (e.g., Medi-Cal, Medicare, HMO) to ensure that LACDMH only receives invoices for payment when the client has no third-party insurance. Contractor shall be responsible for verifying Medi-Cal and Medicare eligibility and directly billing Medi-Cal and Medicare for services.
- 5.5.4 If Contractor determines there is a discrepancy in the client's payor information, then Contractor shall submit the Verification of Eligibility Statement along with the request for LACDMH invoice payment. LACDMH will review and verify the submitted documents before the Contractor is reimbursed.
- 5.5.5 LACDMH shall only reimburse Contractor for orders transmitted electronically or manually on approved forms. Verbal Orders given without a Laboratory Requisition Form are not permitted. If a LACDMH Clinic would like to verbally change the order, it must be documented on the Laboratory Requisition Form and initialed by the LACDMH provider. Illegible or unclear orders shall be clarified with ordering facility prior to processing.
- 5.5.6 Contractor shall itemize bundled laboratory orders consisting of grouped orders. Each order shall be submitted as one claim, per client.
- 5.5.7 LACDMH shall pay Contractor for Clinical Laboratory Services in arrears within 30 days of DMH verification of complete and correct invoices/billings received from Contractor.
- 5.5.8 Contractor's invoices shall be priced in accordance with Exhibit B – SOW Technical Exhibit – 4 - Directory of Laboratory Tests - Authorized Order List and Service Fees.
- 5.5.9 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service. Reimbursement for invoices submitted after the 15th calendar day of the month following the month of service may be delayed or disallowed.

5.5.10 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.11 All invoices under this Contract shall be submitted in two (2) copies to the following address:

Accounting Division
550 South Vermont Ave., 8th Floor
Los Angeles, CA 90020
Attention: Chief of Accounting

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit D - County's Administration. The County will notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

The role of the County's Project Director may include:

6.1.1 Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

6.1.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate, in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.2 County's Project Manager

The role of the County's Project Manager is authorized to include:

6.2.1 Meeting with the Contractor's Clinical Laboratory Manager on a regular basis; and

6.2.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.3 County's Contract Project Monitor

6.3.1 The role of the County's Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The Project Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

A listing of all of Contractor's Administration referenced in the following subparagraphs are designated in Exhibit E - Contractor's Administration. The Contractor will notify the County in writing of any change in the names or addresses shown.

7.1 Clinical Laboratory Manager: The Contractor's Laboratory Manager is designated in Exhibit E - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Clinical Laboratory Manager. Duties shall include managing overall lab operations; developing procedures to ensure safety, security, quality, and accuracy of results; designing and performing test procedures; analyzing requests for tests and equipment; tending to administrative and management matters; and assisting in budgeting. The Clinical Laboratory Manager shall serve as a full time position and serve as the contact for all services under the SOW (Exhibit A). The Clinical Laboratory Manager shall have a minimum of three (3) years of laboratory experience and be certified by the State Department of Health of Phlebotomy.

7.2 Phlebotomy Manager: The Phlebotomy Manager shall be responsible for directing and planning the work of an effective team of phlebotomists in accordance with policies and procedures, and standards within the State Department of Health. The Phlebotomy Manager shall report to the Clinical Laboratory Manager and shall be assigned to this contract full time, providing any contact for any

phlebotomy related issues. The Phlebotomy Manager shall have a minimum of three (3) years of laboratory experience and be certified by the State Department of Health of Phlebotomy.

7.3 Information Technology Specialist: Shall be responsible for managing the IT components of this Contract. Duties shall include overseeing the deployment of new systems and services, the creation of IT vendor contracts, the development of policies and initiatives, and other areas related to the IT function.

7.4 Phlebotomist: Each Phlebotomist shall have a minimum of one (1) year of experience drawing blood (primarily through venipunctures) for various laboratory tests and procedures and be certified at minimum as a Phlebotomy Technician I by the State Department of Health.

7.5 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Clinical Laboratory Manager.

7.6 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.6.1 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked by a County representative to leave a County facility if they do not have the proper County ID badge on their person and Contractor personnel must immediately comply with such request.

7.6.2 Contractor shall notify the County within one business day when staff is terminated from working under this Contract. Contractor shall retrieve and return an employee's County ID badge to the County on the next business day after the employee has terminated employment with the Contractor.

7.6.3 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's County ID badge to the County on the next business day after the employee has been removed from working on the County's Contract.

7.7 Background and Security Investigations

- 7.7.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.
- 7.7.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.7.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.7.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.7 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.8 Confidentiality

- 7.8.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

- 7.8.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, 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 this Paragraph 7.8, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.8 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 to 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.
- 7.8.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.8.4 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit F2.
- 7.8.5 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit F3.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an Amendment to the Contract shall be prepared and executed by the Contractor and by the

County's Director of Mental Health or his authorized designee.

8.1.2 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 Contract during the term of this Contract. 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 changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the County's Director of Mental Health or his authorized designee.

8.1.3 The County's Director of Mental Health or his authorized designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the County's Director of Mental Health or his authorized designee.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

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

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

8.2.4 Any assumption, assignment, delegation, or takeover of any of the contractor's duties, responsibilities, obligations, or performance of same by any person or 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 Contract which may result in the termination of this Contract. 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 Contract 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 Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 Budget Reductions

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 Complaints

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

- 8.5.1 Within 30 business days after the Contract effective date, the Contractor shall provide the County with the Contractor's written 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 make such changes and resubmit the plan within 60 business days for County approval.
- 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 County's Project Manager of the status of the investigation within 30 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 County's Project Manager concurrently with mailing to the complainant.

8.6 Compliance with Applicable Law

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby 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, 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 to 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

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), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit C - Contractor's EEO Certification.

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit G and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this subparagraph, "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 fifty thousand dollars (\$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 the 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 the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either

comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the 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 of this Contract or any competing Contract, 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 Contract. 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 Contract. 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 subparagraph shall be a material breach of this Contract.

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 Contract 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 Contract.

8.11 Consideration of Hiring GAIN-GROW Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, 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. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov and BSERVICES@WDACS.LACOUNTY.GOV to obtain a list of qualified GAIN-GROW job candidates.

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 Contract. 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 the Contract, 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 (5) years but may exceed five (5) 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 includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing

Board pursuant to the same procedures as for a debarment hearing.

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 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 Exhibit H, 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. Information and posters for printing are available at www.babysafela.org.

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

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts 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.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this

Contract 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).

8.15 County's Quality Assurance Plan

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract 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 Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

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

8.16.2 If the 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 the Contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

8.17.1 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 Contract 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.

8.17.2 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 Contract.

8.18 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 Paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 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.

8.20 Force Majeure

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods,

epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this subparagraph as "force majeure events").

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

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

8.21 Governing Law, Jurisdiction, and Venue

This Contract 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 Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 Independent Contractor Status

8.22.1 This Contract 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.

- 8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract 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.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract 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 Contract.
- 8.22.4 The Contractor shall adhere to the provisions stated in Paragraph 7.8 - Confidentiality.

8.23 Indemnification

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") 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 and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.24 General Provisions for All Insurance Coverage

- 8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. 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 Contract. 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 Contract.

8.24.2 Evidence of Coverage and Notice to County

- 8.24.2.1 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 Contract.
- 8.24.2.2 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.
- 8.24.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract 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 Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.
- 8.24.2.4 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.

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

County of Los Angeles
Department of Mental Health
Contracts Development and Administration Div.
550 South Vermont Ave., Room 500
Los Angeles, CA 90020

8.24.2.6 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 subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against contractor and/or County.

8.24.3 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.

8.24.4 Cancellation of or Changes in Insurance

Contractor shall provide County with, or contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change

in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least 10 days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 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 Contract, upon which County immediately may withhold payments due to contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to contractor, deduct the premium cost from sums due to contractor or pursue contractor reimbursement.

8.24.6 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.

8.24.7 Contractor's Insurance Shall Be Primary

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

8.24.8 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 Contract. The contractor shall require its insurers to execute any waiver

of subrogation endorsements which may be necessary to effect such waiver.

8.24.9 Subcontractor Insurance Coverage Requirements

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

8.24.10 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.

8.24.11 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 Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.12 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.

8.24.13 **Separation of Insureds**

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

8.24.14 **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.

8.24.15 **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.

8.25 **Insurance Coverage**

8.25.1 **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

8.25.2 **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 Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 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 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.

8.25.4 Unique Insurance Coverage

8.25.4.1 Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

8.25.4.2 Professional Liability-Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, 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 Contract's expiration, termination or cancellation.

8.25.4.3 Property Coverage

Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

8.25.4.4 Technology Errors & Omissions Insurance

Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing including outsourcing development and design; (6) systems design, consulting, development and modification; (7) training services relating to computer software or hardware; (8) management, repair and maintenance of computer products, networks and systems; (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than \$10 million.

8.25.4.5 Privacy/Network Security (Cyber) Liability

Insurance coverage providing protection against liability for (1) privacy breaches liability arising from the loss or disclosure of confidential information no matter how it occurs]; (2) system breach; (3) denial or

loss of service; (4) introduction, implantation, or spread of malicious software code; (5) unauthorized access to or use of computer systems with limits of not less than \$2 million. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.26 Liquidated Damages

8.26.1 If, in the judgment of the Department Head, or his designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his 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 Department Head, or his designee, in a written notice describing the reasons for said action.

8.26.2 If the Department Head, or his designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his designee, deems are correctable by the Contractor over a certain time span, the Department Head, or his 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 Department Head, or his designee, 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 specified in the Performance Requirements Summary (PRS) Chart, as defined in SOW Technical Exhibits, hereunder, 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.

8.26.3 The action noted in subparagraph 8.26.2 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 Contract.

8.26.4 This subparagraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or subparagraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 Nondiscrimination and Affirmative Action

8.28.1 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, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

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

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, 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.

- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 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, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 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 Paragraph 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing 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 Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, 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 Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director of Mental Health or his designee shall resolve it.

8.32 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.

8.33 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, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit H, Safely Surrendered Baby Law of this Contract. Additional information is available at www.babysafela.org.

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract 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 Exhibit D - County's Administration and Exhibit E - Contractor's Administration. Addresses may be changed by either party giving 10 days' prior written notice thereof to the other party. The Director of Mental Health or his designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one (1) 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.

8.36 Public Records Act

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 - Record Retention and Inspection-Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, 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.

8.36.2 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 a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify

the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 Publicity

8.37.1 The Contractor shall not disclose any details in connection with this Contract 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 Contract within the following conditions:

8.37.1.1 The Contractor shall develop all publicity material in a professional manner; and

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

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 shall apply.

8.38 Record Retention and Inspection-Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract 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 Contract. 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 Contract. 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 Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within 30 days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this subparagraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, 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 Contract 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 Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 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 Contract.

8.40 Subcontracting

8.40.1 The requirements of this Contract 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 Contract.

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

8.40.2.1 A description of the work to be performed by the subcontractor;

8.40.2.2 A draft copy of the proposed subcontract; and

8.40.2.3 Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor shall indemnify, defend, 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 the Contractor employees.

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

8.40.5 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 Contract. The Contractor is responsible to notify its subcontractors of this County right.

8.40.6 The County's Project Director 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 for their files.

8.40.7 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.

8.40.8 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. Before any subcontractor employee may perform any work hereunder Contractor shall ensure delivery of all such documents to:

**Los Angeles County - Department of Mental Health
Contracts Development and Administration Division
550 S. Vermont Ave., 5th Floor, Room 500
Los Angeles, CA 90020**

8.41 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 Paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor 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 10 days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as

otherwise directed by the County, the Contractor shall:

8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

8.42.2.2 Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Paragraph 8.38, Record Retention and Inspection-Audit Settlement.

8.43 Termination for Default

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

8.43.1.1 Contractor has materially breached this Contract; or

8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract 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.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in subparagraph 8.43.1, 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 Contract to the extent not terminated under the provisions of this subparagraph.

- 8.43.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in subparagraph 8.43.2 if its failure to perform this Contract 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, the term "subcontractor(s)" means subcontractor(s) at any tier.
- 8.43.4 If, after the County has given notice of termination under the provisions of this subparagraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this subparagraph 8.43, or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 - Termination for Convenience.
- 8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract 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 Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. 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.

- 8.44.2 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.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

- 8.45.1 The County may terminate this Contract 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 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.
- 8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 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 Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract 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.

8.48 Validity

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

8.49 Waiver

No waiver by the County of any breach of any provision of this Contract 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 Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 Warranty Against Contingent Fees

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract 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.

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

8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.53 Time Off for Voting

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractor shall keep posted conspicuously at the place of work, if practicable, or elsewhere

where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.55 Compliance with Fair Chance Employment Practices

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.56 Compliance with the County Policy of Equity

Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

9.1.1 The County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules"). Under this Agreement, the Contractor provides services to the County and the Contractor creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit I in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit I, "Business Associate Under Health Insurance Portability and Accountability Act of 1996 (HIPAA).

9.2 Data Destruction

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. Available at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within 10 business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special

Publication SP-800-88, *Guidelines for Media Sanitization*. Vendor shall provide County with written certification, within 10 business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

9.3 Ownership of Materials, Software and Copyright

9.3.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

9.3.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

9.3.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

9.3.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.

9.3.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way

under subparagraph 9.3.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 9.3.3 or for any disclosure which the County is required to make under any State or federal law or order of court.

9.3.6 All the rights and obligations of this subparagraph 9.3 shall survive the expiration or termination of this Contract.

9.4 Patent, Copyright and Trade Secret Indemnification

9.4.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

9.4.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.4.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

9.5 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 J, 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)

9.6 Intentionally Omitted

9.7 Intentionally Omitted

9.8 Intentionally Omitted

9.9 Immediate Termination by County

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

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

(2) Contractor has failed to comply with any of the provisions of Paragraphs 9.19 (Nondiscrimination in Services), 8.28 (Nondiscrimination and Affirmative Action), 8.23, 8.24, and 8.25 (Indemnification and Insurance), 8.50 (Warranty Against Contingent Fees), 8.9 (Conflict of Interest), 8.2 (Assignment and Delegation), 8.40 (Subcontracting), 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), 9.23 (Certification of Drug Free Work Place), 9.25 (Contractor's Exclusion from Participation in a Federally Funded Program), 8.51 (Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program); or

(3) In accordance with Paragraphs 8.45 (Termination for Insolvency), 8.43 (Termination for Default), 8.44 (Termination for Improper Consideration), 8.46 (Termination for Non-Adherence of County Lobbyist

Ordinance), 8.52 (Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program).

9.9.2 In the event that this Contract is terminated, then:

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

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

9.10 Description of Services

Contractor shall provide Clinical Laboratory Services for patients/clients of County at the clinics, as described in Exhibit A (SOW). Contractor shall provide Clinical Laboratory Services only according to the Laboratory Test Price List approved by Director, Exhibit B (SOW Technical Exhibit – 4 - Directory of Laboratory Tests - Authorized Order List and Service Fees), and as otherwise requested by Director following procedures set forth in Exhibit A (SOW), and Exhibit B (SOW Technical Exhibit – 4 - Directory of Laboratory Tests - Authorized Order List and Service Fees). The quality of services provided by Contractor shall be the same regardless of the patient's/client's ability to pay or source of payment.

9.11 County Denial of Payments for Lack of Documentation

Director may deny payment for services when documentation of laboratory work does not meet minimum State and County written standards.

9.11.1 Prior to denying payment, Director shall provide Contractor with at least 30 calendar days' written notice of the County's decision to deny payment, including the reason(s) for the intended actions. Thereafter, Contractor may,

within 15 calendar days, request reconsideration of the County's decision.

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

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

9.12 County Suspension of Payment for Default

The Director may suspend payments to Contractor, for good cause, if the Director determines that Contractor is in default under any of the provisions of this Contract.

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

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

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

9.13 Staffing

Contractor shall operate throughout the term of this Contract with staff, including, but not limited to, professional staff, as required by WIC and CCR, Los Angeles County DMH, and shall only function within the scope of practice as dictated by licensing boards/bodies.

9.14 Staff Training and Supervision

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

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

9.15 Program Supervision, Monitoring and Review

- (1) Pursuant to Welfare and Institutions Code (WIC) Section 5608 and CCR Title 9, Section 521, all services hereunder shall be provided by Contractor under the general supervision of Director. Director shall have the right to monitor and specify the kind, quality, appropriateness, timeliness, and amount of services, and the criteria for determining the persons to be served.
- (2) Upon receipt of any contract monitoring report pertaining to services/activities under this Contract, Contractor shall respond in writing to person(s) identified within the time specified in the contract monitoring report. Contractor shall, in its written response, either acknowledge the reported deficiencies or present additional evidence to dispute the findings. In addition, Contractor must submit a plan for immediate correction of all deficiencies.
- (3) In the event of a State audit of this Contract, if State auditors disagree with County's official written instructions to Contractor

in its performance of this Contract, and if such disagreement results in a State disallowance of any of Contractor's costs hereunder, then County shall be liable for Contractor's disallowed costs as determined by State.

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

9.16 Reports

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

9.16.2 Income Tax Withholding: Upon Director's request, Contractor shall provide County with certain documents relating to Contractor's income tax returns and employee income tax withholding. These documents shall include, but are not limited to:

- (1) A copy of Contractor's federal and State quarterly income tax withholding returns (i.e., Federal Form 941 and/or State Form DE-3 or their equivalents).

- (2) A copy of a receipt for, or other proof of payment of, each employee's federal and State income tax withholding, whether such payments are made on a monthly or quarterly basis.

9.17 Patients'/Clients' Rights

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

9.18 Reporting of Patient/Client Abuse and Related Personnel Requirements

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

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

9.18.3 Contractor Staff

- (1) Contractor shall assure that any person who enters into employment as a care custodian of elders, dependent

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

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

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

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

9.19 Nondiscrimination in Services

9.19.1 Contractor shall not discriminate in the provision of services hereunder because of race, religion, national origin, ancestry, gender, age, marital status, sexual orientation and/or physical or mental handicap or medical conditions (except to the extent clinically appropriate), in accordance with requirements of federal and State law. For the purpose of this Paragraph 9.19, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is different or is provided in a different manner or at a different time from that provided to others; subjecting any person to segregation or separate treatment in any matter related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment, eligibility, membership, or any other requirement or condition which persons must meet in order

to be provided any service or benefit. Contractor shall take affirmative steps to ensure that those persons who qualify for services under this Contract are provided services without regard to ability to pay or source of payment, race, religion, national origin, ancestry, gender, age, marital status, sexual orientation and/or physical or mental handicap, or medical conditions.

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

9.20 Third Party Beneficiaries

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

9.21 Licenses, Permits, Registrations, Accreditations, and Certificate

Contractor shall obtain and maintain in effect during the term of this Contract, all licenses, permits, registrations, accreditations, and certificates required by all federal, State, and local laws, ordinances, rules, regulations, guidelines and directives, which are applicable to Contractor's facility(ies) and services under this Agreement. Contractor shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Contract all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder.

9.22 Contractor's Offices

Contractor's business offices are located at: 16742 Stagg Street, Suite #120 Van Nuys, CA 91406. Contractor shall notify in writing DMH's Contracts Development and Administration Division, 550 South Vermont Avenue, 5th Floor, Los Angeles, California 90020, of

any change in its business address at least 10 days prior to the effective date thereof.

9.23 Certification of Drug-Free Work Place

Contractor certifies and agrees that Contractor and its employees shall comply with DMH's policy of maintaining a drug-free work place. Contractor and its employees shall not manufacture, distribute, dispense, possess, or use any controlled substances as defined in 21 United States Code Section 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any of Contractor's facilities or work sites or County's facilities or work sites. If Contractor or any of its employees is convicted of or pleads nolo contendere to any criminal drug statute violation occurring at any such facility or work site, then Contractor, within five (5) days thereafter, shall notify Director in writing.

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

9.24 Maintenance Standards for Service Delivery Sites

Contractor shall assure that all locations where services are provided under this Contract are operated at all times in accordance with all County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facility(ies) shall include a review of compliance with this Paragraph 9.24.

9.25 Contractor's Exclusion from Participation in a Federally Funded Program

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

or whether such bar is in whole or in part. This warranty and notice requirements apply equally to suspensions from the Medi-Cal program as well as any other federally funded health care programs including but not limited to Medicare and Healthy Families.

There are a variety of reasons why an individual or entity may be excluded from participating in a federally funded health care program. Sometimes, the exclusion is mandatory and in other cases the Office of Inspector General (OIG), and State officials have the discretion not to exclude.

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

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

Mandatory exclusions under State law from Medi-Cal are similar but also include convictions of a misdemeanor for fraud or abuse involving the Medi-Cal program or a Medi-Cal beneficiary.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal or State exclusion or suspension of Contractor or its staff members from such participation in a federally funded health care program. Contractor shall provide the certification set forth in Exhibit P (Attestation Regarding Federally Funded Programs) as part of its obligation under this Paragraph 9.25.

Contractor shall also comply with DMH Policy 106.04 (Contractors Eligibility to Provide Goods and Services to Federally Funded

Health Care Programs and to Secure Federally Funded Contracts) which includes the following topics: 1) Contractor's responsibility for any and all Civil Monetary Penalties associated with repayments for claims submitted for excluded or suspended agencies or individuals and 2) Contractor's responsibility to provide employee identification information within three (3) business days should DMH or its representatives request it related to sanction list screening compliance.

Failure by Contractor to meet the requirements of this Paragraph 9.25 shall constitute a material breach of Contract upon which County may immediately terminate or suspend this Contract.

9.26 Privacy and Electronic Security

DMH requires the Contractor to comply with federal and state laws as they apply to Protected Health Information (PHI), Individually Identifiable Health Information (IIHI), and electronic information security. Any Contractor that is deemed a "Covered Entity" under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), shall comply with the HIPAA privacy and security regulations independently of any activities or support of DMH or the County of Los Angeles.

Any Contractor that is deemed a "Business Associate" of the County, under the Health Insurance Portability Accountability Act of 1996 (HIPAA), shall enter into a Business Associate Agreement with the County of Los Angeles to ensure compliance with the privacy standards. For example, if the training is to be designed and delivered by a covered entity such as a Community Mental Health Center, and the logistical service providers, vendors or facilities managers are subcontractors, then a Business Associate Agreement would be required between the covered entity and the logistical services or facility providers in case the subcontractors may handle information regarding the health status of the students who are family members. If the training is to be designed and delivered by a non-covered entity, then a Business Associate Agreement will be required between the Contractor and the County in case the Contractor may handle information regarding the health status of the students who are consumers of the family members.

9.27 Contractor Protection of Electronic County Information

The Board has recognized that the County of Los Angeles must ensure that appropriate safeguards are in place to protect public data and avoid the penalties and fines that may be imposed when unprotected confidential/sensitive information is disclosed inappropriately. The County of Los Angeles, Policy 5.200

“Contractor Protection of Electronic County Information” was adopted to protect personal information (PI), protected health information (PHI) and medical information (MI) electronically stored and/or transmitted by County of Los Angeles Contractors.

Encryption requirements shall apply to all County PI, PHI and MI electronically stored or transmitted by Contractors and subcontractors, irrespective of storage and/or transmission methodology.

- A. Contractor shall comply with the encryption standards set forth in Exhibit K - Protection of Electronic County PI, PHI and MI and submit Exhibit L - Compliance with Encryption Requirements;
- B. Contractor shall comply with the Information Security Requirements set for in Exhibit – M Information Security Requirements;
- C. Contractor shall comply with Exhibit N – Confidentiality Oath (Non-LAC-DMH Workforce Members);
- D. Contractor shall comply with Exhibit O – County of Los Angeles Agreement for Acceptable Use and Confidentiality of County Technology Resources.

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IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the County's Director of Mental Health or his designee thereof, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
JONATHAN E. SHERIN, M.D., Ph.D.
Director of Mental Health

Primex Clinical Laboratories, Inc.
CONTRACTOR

By _____

Name _____

Title _____

(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

CLINICAL LABORATORY SERVICES**STATEMENT OF WORK****1.0 INTRODUCTION****1.1 Overview**

The Los Angeles County Department of Mental Health (LACDMH or Department) directly operates more than 80 programs and provides mental health services to more than 100,000 active clients in a unique year, many of whom receive prescription medication treatment. Drug therapy and associated care often require supporting clinical laboratory services to ensure patient safety and treatment efficacy. It is the goal of LACDMH to provide both laboratory tests and monitoring in a cost effective and seamless manner by working closely with a comprehensive Laboratory Services Contractor to meet the clinical laboratory service needs of LACDMH Clinics countywide.

The Department has offered on-site laboratory services at clinics to all LACDMH clients, regardless of insurance status. However, the Department maintains financial responsibility only for those clients who have no other source of healthcare benefits (uninsured) and will therefore only pay for the lab tests of uninsured clients. Approximately 15,255 laboratory services were completed in 2016 for clients seen at LACDMH Clinics; 3,644 of those laboratory services were for uninsured clients.

1.2 Headings/Acronyms and Terms/Definitions

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. Contractor shall refer to SOW Technical Exhibits (Exhibit 1), for a complete list of acronyms, terms, and definitions.

2.0 POPULATION TO BE SERVED

2.1 The Contractor is expected to provide phlebotomy services onsite at LACDMH Clinics in accordance with SOW Technical Exhibits (Exhibit 5), Ordering Clinics and Laboratory Services Schedule.

2.1.1 This requirement can also be met with using a combination of on-site phlebotomy services and Contractor Operated Patient Service Centers (PSC).

2.1.2 Contractor is expected to provide phlebotomy services in client's private residence for a small population of clients who may not be able to travel to a clinic or PSC.

2.2 Verification of Payor Status

LACDMH maintains financial responsibility for clients who have no insurance. LACDMH clients are expected to pursue enrollment in Medi-Cal, Medicare, or other available coverage sources, but a proportion of the LACDMH client population is either ineligible or in a state of transition between coverage periods.

2.2.1 The Contractor is expected to provide services to all clients receiving services at DMH Clinics. However, it is the responsibility of the Contractor to verify and bill Medi-Cal, Medi-Cal Managed Care Plans (e.g. LA Care, HealthNet, etc.), Medicare, and other third party-payers when client is covered.

2.2.2 LACDMH is the payor of last resort and will only reimburse Contractor when no other coverage is available for the client.

3.0 LACDMH ORDERING CLINIC'S RESPONSIBILITIES

3.1 Ordering Clinic will notify Contractor via electronic ordering system, of tests requested per physician orders with regard to each sample drawn.

3.2 Ordering Clinic will provide Contractor with complete billing and diagnostic information for Medicare, Medicaid, and third party insurance on the initial laboratory test order form. Contractor shall be responsible for billing the correct payor source in a timely manner.

3.3 Ordering Clinic will indicate on the lab order if the client is uninsured (i.e. indigent), by indicating "Bill LACDMH" so that the Contractor can bill LACDMH appropriately. Indigent clients shall be documented on Requisition Order Forms as having "No Coverage" by LACDMH Clinics.

3.4 Ordering Clinic will provide adequate clinic space for lab draws at the clinic site, including a medical waste container for disposal.

4.0 SCOPE OF WORK

LACDMH Providers utilize OrderConnect to submit electronic laboratory requisitions: the client is told to return during scheduled Phlebotomist hours, the Phlebotomist draws the specimen in accordance with the laboratory requisition, the Phlebotomist takes the specimen to the laboratory facility vendor for processing, the laboratory facility processes the specimen and then electronically transmits the results to the LACDMH's Integrated Behavioral Health Information System (IBHIS) OrderConnect module. The transmission shall occur in an LACDMH acceptable format, and within an LACDMH acceptable turn-around-time for that specific lab test.

4.1 LABORATORY SERVICES TO BE PROVIDED

Contractor is expected to implement this SOW, including:

- 4.1.1 Conduct and provide results for the laboratory tests listed in SOW Technical Exhibits (Exhibit 4) Directory of Laboratory Tests - Authorized Order List and Service Fees;
- 4.1.2 Assign Phlebotomist to provide on-site specimen collection services at all Clinics and transport specimens to testing sites, in accordance with the required timeframes outlined in SOW Technical Exhibits (Exhibit 5), Ordering Clinics and Laboratory Services Schedule;
- 4.1.3 Assign Phlebotomist to provide in-home specimen collection services and transport specimens to testing sites;
- 4.1.4 Courier services, as needed;
- 4.1.5 Establishment and operation of Patient Services Centers in each service area within 10 miles from each Clinic outlined in SOW Technical Exhibits (Exhibit 5) Ordering Clinics and Laboratory Services Schedule;
- 4.1.6 Lab processing in accordance with LACDMH timelines outlined in Section 4.3.3 of this SOW; and
- 4.1.7 The ability to receive electronic transmission of laboratory orders and the ability to transmit electronic results to LACDMH.

4.2 PHLEBOTOMY SERVICES

- 4.2.1 Phlebotomist shall arrive at the assigned Clinic during their assigned shift to begin specimen collection outlined in SOW Technical Exhibits (Exhibit 5) Ordering Clinics and Laboratory Services Schedule.
 - 4.2.1.1 LACDMH will designate a point of contact for Phlebotomist at each Clinic. LACDMH must approve Contractor's written procedures for handling the following when performing their specimen collection services, each Primex Phlebotomist will follow the actions below:
 - Collect specimens according to established procedures.
 - Research test/client information and confirm and verify all written and electronic orders.
 - Collect billing information when required.
 - Processing specimens including: labeling, centrifuging, splitting, freezing specimens as required by test order.
 - Perform departmental-related clerical duties when assigned such as inventory and stock supplies.

- Read, understand and comply with departmental policies, protocols and procedures: (i.e. Procedure Manuals, Safety Manual, Compliance Manual, Employee Handbook, Quality Assurance Manual); and follow all instructions.
 - Perform verification of patient demographic info, verify tubes were labeled in their presence and that the name on the label is correct.
 - Maintain all appropriate phlebotomy logs in a timely manner and based on frequency, such as maintenance logs.
- 4.2.1.2 Upon arrival at Clinic, Phlebotomist will check-in with designated LACDMH Clinic staff.
- 4.2.1.3 Prior to sign-out at end of shift, Phlebotomist will check-out with designated LACDMH Clinic staff.
- 4.2.1.4 LACDMH designated staff will report any incidence related to Phlebotomist absence, late arrivals or early departure. Upon notification of such incidence, Phlebotomy Manager needs to inform County Contract Project Monitor. Contractor shall send replacement Phlebotomist for absences within two (2) hours from time LACDMH reports absence to Phlebotomy Manager to service scheduled and walk-in patients affected.
- 4.2.1.5 Upon LACDMH request notification of new, change or additional on-site phlebotomy service hours, Contractor, only upon mutual agreement, shall provide on-site Phlebotomist service within seven (7) business days without affecting on-site services of all other Clinics.
- 4.2.1.6 Contractor shall provide County Project Manager and County Contract Project Monitor 30 days prior written notice of PSC's planned closure or planned temporary interruption of business and alternate plan for approval by County Project Manager.
- 4.2.2 Phlebotomist shall review all laboratory orders prior to specimen collection.
- 4.2.3 Phlebotomist shall properly label all specimen collections.
- 4.2.4 Contractor shall furnish the means to transport specimens from the LACDMH Clinic to the laboratory.
- 4.2.5 Contractor shall provide industry-standard appropriate equipment to the Phlebotomist to ensure specimen samples are stored appropriately, at room or refrigerated temperature, as needed for transportation conditions. Contractor shall provide all materials and supplies required to stabilize samples and maintain samples integrity in transit to the laboratory. Such

supplies shall be provided to LACDMH Clinics as needed, at no additional cost to LACDMH.

4.3 LABORATORY ORDERS AND RESULTS

LACDMH has implemented an Electronic Health Record called Avatar, which also includes an electronic lab ordering module. The goal of LACDMH is to work with the Contractor to integrate multiple aspects of care, including ordering and viewing of laboratory services and results within one cohesive user interface. Contractor shall provide Standards-based Application Program Interfaces (APIs) for laboratory ordering and viewing of results when needed for these integration initiatives. Contractor shall work cooperatively with LACDMH towards implementation of this interface within 30 days of Contract execution.

Contractor shall have the ability to receive and send electronic lab orders and results. Contractor must also have the ability to electronically track if a lab result was sent, but not received by LACDMH. Contractor is expected to maintain a comprehensive list of available laboratory orders. Contractor shall have the ability to meet the technical requirements outlined in Section 4.7 of this SOW.

4.3.1 Contractor shall have the ability to process at minimum 90% of specimens in house; no more than 10% of tests ordered may be sent out to be processed by a subcontractor.

4.3.1.1 Contractor shall be responsible for transporting all specimens collected from LACDMH clients to the proper testing facility in accordance with applicable regulations and standards, and in accordance to Occupational Safety and Health Administration (OSHA) Bloodborne Pathogens for Healthcare Personnel <http://www.osha.gov/SLTC/bloodbornepathogens/recognition.html>.

- Responsible for compliance with all processes including: timekeeping, attendance and punctuality, vehicle safety and cleanliness, safety and OSHA requirements, proper handling and storage of all samples from the client office to the drop off point, proper packing of specimens for shipment, dress code, code of conduct and all Company policies.
- Responsible for the safe and timely transportation of specimens, supplies, reports, equipment and materials to the appropriate destination.
- Responsible for operating a vehicle safely as well as maintaining a valid driver's license and driving record within acceptable company guidelines.
- Ensure route is started with proper equipment tools. i.e., route logs, carry bag, properly prepared coolers for 3

separate thermal storage, dry ice, cell phone, keys, door hangers, observation reports, etc.

- Follow route as scheduled/sequenced while allowing for will-call stops and special pickups.
- Maintain specimen integrity at all times, including the utilization of specimen carry bag to transport specimens from client office/lock box to vehicle by temperature.
- Keep route information, sequencing and all client notes up to date.
- Document and provide appropriate client satisfaction information.
- Maintain professionalism and a service orientation with clients.
- All requirements are subject to possible modifications to reasonably accommodate individuals with disabilities.

4.3.2 All laboratory results shall be transmitted electronically to LACDMH Providers in a manner consistent with Health Insurance Portability and Accountability Act (HIPAA) privacy rules:

- Federal Register. CLIA program and HIPAA privacy rule- Patients' access to test reports. Federal Register website at: <https://www.federalregister.gov/articles/2011/09/14/2011-23525/clia-program-and-hipaa-privacy-rule-patients-access-to-test-reports>
- HIPAA privacy rule and public health. CDC website. Available at: <http://www.cdc.gov/mmwr/preview/mmwrhtml/m2e411a1.htm>
- Proposed changes in CLIA and HIPAA. *Advance for Health Information Professionals*. Available at: <http://health-information.advanceweb.com/features/articles/proposed-changes-in-clia-and-hipaa.aspx?CP=2>
- U.S. Department of Health and Human Services. Health information privacy. HHS website. Available at: <http://www.hhs.gov/ocr/privacy/hipaa/understanding/index.html>

4.3.3 Laboratory tests will be completed and results provided to the LACDMH Clinic electronically within the timeframes listed below:

- 4.3.3.1 Routine test results are to be returned to LACDMH within the next business day.
- 4.3.3.2 STAT order results are to be returned to LACDMH Provider electronically within four (4) hours of result availability. Contractor shall submit the results electronically to the LACDMH Electronic Prescribing System, and shall also have a procedure for contacting the Ordering Clinic by telephone, e-mail, or facsimile, within the next business day in accordance with LACDMH defined procedures.
- 4.3.3.3 Critical Lab Results shall be provided within 60 minutes of obtained results. Contractor shall submit the results electronically to the LACDMH Electronic Prescribing System and the Contractor shall also have a procedure for contacting the Ordering Clinic by telephone, e-mail, or facsimile, in accordance with LACDMH defined procedures, to notify the Ordering Clinic of electronically submitted results.
- 4.3.4 Contractor shall assign a separate Unique Identifier Number for each Clinic and PSC for the purpose of tracking utilization and transmission of laboratory results.
- 4.3.5 LACDMH administration shall have access to obtain and/or view laboratory results ordered by any LACDMH provider. In accordance with the requirements set forth in Section 6.0 of this SOW.

4.4 LABORATORY REQUISITION ORDER FORMS

- 4.4.1 Contractor shall have the ability to accept electronic lab orders. LACDMH requires all providers to submit lab orders electronically with the following exception:
 - 4.4.1.1 **LACDMH Defined Field-Based Programs:** Contractor shall provide Laboratory Requisition Order Forms and the Authorized Order List (AOL) following fields: LACDMH's proprietary client identification number, known as the Client IBHIS) Number, date of birth, Social Security Number, primary insurance, and address.
- 4.4.2 When the Client IBHIS Number is not documented or is otherwise illegible on a Requisition Order Form, Contractor shall contact the Clinic to verify information.
- 4.4.3 Indigent clients shall be documented on requisition order forms as having "No Coverage" by LACDMH Clinics. Contractor shall contact Clinic for clarification when third-party benefits information is missing or otherwise ambiguous.

4.5 BILLING

LACDMH maintains financial responsibility for clients who do not have access to other sources of healthcare benefits. Contractor agrees to effect all billing to respective insurance agencies, Medicare/Medi-cal, or private payors. Compensation rendered by the above agencies will be considered as payment in full, when coverage applies.

- 4.5.1 Contractor shall maintain contracted status with Medi-Cal, Medicare, and any Managed Care Organizations contracted with Medi-Cal.
- 4.5.2 Contractor shall verify the client's eligibility for all payor sources, prior to billing the Department as the payor of last resort.
- 4.5.3 Contractor shall bill other insurance when the client is eligible.
- 4.5.4 Contractor shall bill LACDMH when the client is not eligible for Medi-Cal or any other third-party health insurance.
- 4.5.5 Contractor shall determine client's eligibility for insurance (e.g., Medi-Cal, Medicare, HMO), if the Client does not have coverage, or if coverage is denied, then send a notice of Verification of Eligibility to LACDMH which must be approved prior to payment.
- 4.5.6 In all cases, LACDMH shall only reimburse Contractor for services to clients who have no third-party insurance, or if the third-party has denied payment for eligibility or coverage upon appeals and LACDMH approval. Contractor will provide verification of insurance payment denial with the invoice.
 - 4.5.6.1 Should LACDMH determine that it was incorrectly billed for clients who have third-party insurance, LACDMH reserves the right to withhold amount paid from future invoices.

4.6 INVOICES

- 4.6.1 Contractor shall submit monthly invoices, within 180 days from the end of the month of service to County for reimbursement. Third Party Insurance denials can be submitted for reimbursement when submitted within six (6) months from the end of the month of service. Invoices should only contain services provided to uninsured clients for which the County is the payor, or any services denied by third-party payors for lack of eligibility or coverage upon appeals and LACDMH approval.
- 4.6.2 Any invoice received after the deadline is considered late and must be submitted with a justification. The County in its sole discretion reserves the right to deny payment of late invoices.

- 4.6.3 The County will automatically deny invoices received beyond six (6) months after the Clinical laboratory service took place.
- 4.6.4 Invoices, which will be provided in an encrypted consolidated excel spreadsheet, and will include: (1) Contractor Name; (2) Requesting Service month; (3) date of service; (4) client name; (5) LACDMH identifier known as “Client IBHIS Number (#); (when provided by LACDMH)” (6) Date Of Birth (when provided by LACDMH); (7) Social Security Number (when provided by LACDMH); (8) Ordering Clinic Name; (9) Name of ordering clinician; (10) laboratory procedure name, AOL; (11) order number; (12) CPT code, or Unique Identifier;(13) test code; (14) itemized charges per order for each ordering facility; and (15) total monthly cost of all orders to LACDMH.
- 4.6.5 Contractor shall check client’s primary insurance health coverage (e.g., Medi-Cal, Medicare, HMO) to ensure that LACDMH only receives invoices for payment when the client has no third-party insurance. Contractor shall be responsible for verifying Medi-Cal and Medicare eligibility and directly billing Medi-Cal and Medicare for services.
- 4.6.6 If Contractor determines there is a discrepancy with the client’s payor information, then Contractor shall submit the Verification of Eligibility statement along with the request for LACDMH invoice payment before LACDMH reimburses Contractor. LACDMH will provide reimbursement only when invoiced within six (6) months from the end of month of service.
- 4.6.7 LACDMH shall only reimburse Contractor for orders transmitted electronically or manually on approved forms. Verbal Orders given without a Requisition Order Form, or an Test Add-On Attestation Form are not permitted and will not be paid for. If an LACDMH Clinic would like to change the order, it must be resubmitted on the Requisition Order Form or for field-based programs; the change must be documented and initialed by the LACDMH provider. Phlebotomist shall clarify illegible or unclear orders prior to collecting the specimen.
- 4.6.8 Contractor shall explicitly itemize bundled laboratory orders consisting of grouped orders. Each order shall be submitted as one claim, per client.
- 4.6.9 LACDMH shall pay Contractor for clinical laboratory services in arrears within 30 days of receipt of complete, verified, and correct invoices/billings. Refer to Paragraph 5.5 (Invoices and Payments) in Contract for details.

4.7 INTERFACE DEVELOPMENT

LACDMH requires that the successful reference laboratory services Contractor provide and maintain a computer interface to LACDMH’s Electronic Health Record system (EHR). The interface will operate in real-time with the current bi-directional systems, send laboratory orders and receive laboratory results. The interface must

have secure protocols, with communication flowing between the EHR and the Contractor's solution.

- 4.7.1 Contractor shall assume all costs of interfacing a real-time HL7 bi-directional orders and results interface between its system and the LACDMH EHR system. The interface must conform to all data standards in any present or future LACDMH interface.
- 4.7.2 Contractor shall have the ability to remain flexible as LACDMH EHR versions may upgrade regularly.

5.0 STAFFING AND SPECIFIC TASKS

Contractor shall furnish all staff, services, supplies, facilities, materials, equipment, vehicles, and other items required to perform the services specified in this SOW. Additionally, Contractor shall ensure that the following staff requirements are met:

5.1 Staffing Requirements

- 5.1.1 Clinical Laboratory Manager: Duties shall include managing overall lab operations; developing procedures to ensure safety, security, quality, and accuracy of results; designing and performing test procedures; analyzing requests for tests and equipment; tending to administrative and management matters; and assisting in budgeting. The Clinical Laboratory Manager shall serve as a full time position and either the Clinical Laboratory Manager or designee will serve as the contact for all services under the SOW. The Clinical Laboratory Manager shall have a minimum of three (3) years of experience and licensed by the California Department of Public Health Laboratory Field Services. The Clinical Laboratory Manager or designee shall ensure all services are in compliance with the HIPAA privacy and security regulations independently of any activities or support of LACDMH or the County of Los Angeles. The Clinical Laboratory Manager or designee shall meet with the County Project Manager or designee upon request no less than every two months to collaborate and discuss ways to improve quality of services.
- 5.1.2 Phlebotomy Manager shall be responsible for directing and planning the work of an effective team of Phlebotomist in accordance with policies and procedures, and standards within the California Department of Public Health Laboratory Field Services. The Phlebotomy Manager shall report to the Clinical Laboratory Manager and shall be assigned to this contract full time, providing any contact for any phlebotomy related issues. The Phlebotomy Manager shall have a minimum of three years of experience and certified by the State Department of Health of Phlebotomy.

- 5.1.2.1 The Phlebotomy Manager shall be available for on-site visits on a mutually agreed upon schedule during an assigned Phlebotomist shift and will receive direction from and perform Primex related duties as assigned by the County Project Manager or designee consistent with Contractor's policies and procedures for specimen collection and handling.
- 5.1.3 Information Technology Specialist shall be responsible for managing the IT components of this Contract. Duties shall include overseeing the deployment of new systems and services, the creation of IT vendor contracts, the development of policies and initiatives, and other areas related to the IT function. The Information Technology Specialist shall ensure that all equipment and processes are in compliance with federal and State laws as they apply to Protected Health Information Individually Identifiable Health Information, and electronic information security.
- 5.1.4 Phlebotomist shall have a minimum of 1,040 hours of on the job phlebotomy experience (within the last five (5) years) drawing blood (primarily through venipunctures) for various laboratory tests and procedures and certified at minimum as a Certified Phlebotomy Technician I by the California Department of Public Health Laboratory Field Services.
- 5.1.5 Contractor and Contractor's staff shall conform to applicable LACDMH Clinic rules and regulations while conducting clinical laboratory tests on LACDMH premises per LACDMH Policy and Procedures - Reporting Clinical Events Involving Active Clients, Policy No. 303.05.
- http://file.lacounty.gov/SDSInter/dmh/1041203_303_05.pdf
- 5.1.6 Contractor shall have available and provide a sufficient number of Certified Phlebotomists at the discretion of LACDMH to effectively draw laboratory test samples from mental health clients treated at LACDMH Clinics for laboratory analysis. Contractor shall exercise care and safety precautions when transporting test samples.
- 5.1.7 Contractor shall have the ability to accommodate multiple methods of sample acquisition, including routine or on-call pickup from designated locations, phlebotomy services at point of care including in-home, or via staffed blood draw facilities within all of LACDMH's geographic areas.
- 5.1.8 Contractor shall provide all necessary phlebotomy equipment and supplies, including one time disposable gloves to be changed for each client testing, for drawing, storing, and preserving samples,

and including removal of waste material associated with Phlebotomist visit.

- 5.1.9 Contractor's Phlebotomist shall remain at the facility to finish the specimen collection for all scheduled and walk-in clients.
- 5.1.10 Upon notification by LACDMH's County Project Manager to replace a Primex mobile phlebotomist serving a LACDMH clinic, Primex will remove the mobile phlebotomist within a seven (7) business day period of time. The replacement phlebotomist will receive orientation on serving LACDMH providers and patients, and be trained on specimen collection and transport for the LACDMH sites consistent with the requirements defined in SOW 4.2.1.1 and 4.3.1.1.
 - 5.1.10.1 For urgent situations (i.e. specifically for situations that might negatively impact the personal security of LACDMH staff or patients) and upon notification by LACDMH's County Project Manager to replace a Primex mobile phlebotomist serving a LACDMH clinic within two (2) hours, Primex will remove the mobile phlebotomist, and provide a replacement within two (2) hours. The replacement phlebotomist will have received orientation on serving LACDMH providers and patients, and trained on specimen collection and transport for the LACDMH sites, consistent with the requirements defined in Section 4.2.1.1 and 4.3.1.1.
- 5.1.11 Background and Security Investigations and Requirements: Contractor shall ensure that criminal clearances and background checks have been conducted for all Contractor's staff and subcontractor's staff, prior to beginning and continuing work under any resulting Contract. The cost of such criminal clearances and background checks is the responsibility of the Contractor whether or not the Contractor or subcontractor's staff pass or fail the background and criminal clearance investigations. Contractor's staff must pass a background check to the satisfaction of the County and that the County can immediately terminate facility access to any staff member at its sole discretion.
- 5.1.12 Language Ability: Contractor's personnel, as well as all subcontractor's staff who are performing services under this contract, shall be able to read, write, speak, and understand English in order to conduct business with the County. In addition to having competency in English, Contractor shall ensure there is a sufficient number of bilingual staff to meet the language needs of the community served which is to include the threshold languages: Arabic, Armenian, Cambodian, Cantonese, English,

Farsi, Korean, Mandarin, Other Chinese, Russian, Spanish, Tagalog, and Vietnamese.

- 5.1.13 Service Delivery: Contractor shall ensure all professional staff providing clinical laboratory services are able to provide services in a manner that effectively responds to differences in cultural beliefs, behaviors and learning, and communication styles within the communities the Contractor provides services.
- 5.1.14 Driver's License: Contractor shall maintain copies of current drivers' licenses, including current copies of proof of auto insurance of staff providing specimen transportation.
- 5.1.15 Driving Record: Contractor shall maintain copies of drivers' State of California Department of Motor Vehicles (DMV) printouts for all Contractor's drivers providing service under this Contract. Reports shall be available to LACDMH on request. LACDMH reserves the option of doing a DMV check on Contractor's drivers once a year. Contractor shall immediately report to LACDMH any accidents and/or loss of equipment, supplies, etc.
- 5.1.16 Experience: Contractor shall be responsible for securing and maintaining staff who possess expertise and professional licenses and certifications required providing services required in this SOW. Contractor shall obtain written verification for staff with foreign degrees and that the degrees are recognized as meeting established standards and requirements of an accrediting agency authorized by the U.S. Secretary of Education.
- 5.1.17 Contractor's laboratory director and personnel shall provide consultation regarding receipt, performance results, and methodological/clinical interpretation of laboratory test results.

5.2 SPECIFIC TASKS

- 5.2.1 Documentation: Contractor shall maintain documentation in the personnel files of Phlebotomist staff, to include: (1) all training hours and topics; (2) copies of resumes, degrees, and professional licenses; and (3) current criminal clearances. Contractor shall provide LACDMH, at the beginning of each contract term and 10 days prior notification of any staff change(s), a roster of all staff that includes: (1) names and positions; (2) work schedules; and (3) e-mail addresses, fax and telephone numbers Pursuant to 8.34, Notices, Contractor shall provide LACDMH written notice of staff changes.
- 5.2.2 Changes: Contractor shall advise LACDMH in writing of any change(s) in Contractor's key personnel at least 24 hours before proposed change(s), including names and qualifications of new personnel. Contractor shall

ensure that no interruption of services occurs as a result of the change in personnel.

- 5.2.3 Customer Satisfaction Survey and Client Status Report: Contractor is required to submit information quarterly from clients regarding their clinical progress and satisfaction with clinical laboratory services to the LACDMH Pharmacy Services Division located at: 550 S. Vermont Avenue, 9th Floor, Los Angeles, CA 90020.

6.0 ADMINISTRATIVE TASKS

Days/Hours of Operation:

- 6.1 Contractor shall be accessible via telephone, e-mail, or fax during business hours (8:00 a.m. to 5:00 p.m., Monday through Friday) to all LACDMH Clinics.

- 6.1.1 If Contractor is contacted directly for issues from Clinic staff, Contractor shall engage County Contract Project Monitor by initiating a 3-way phone call in accordance with LACDMH procedures.

- 6.2 Contractor's Patient Service Center shall be open at a minimum from Monday through Friday, from 8:00 a.m. until 5:00 p.m.

- 6.3 Contractor shall have the ability to provide evening and weekend coverage to designated LACDMH Clinics. Contractor shall provide the name, e-mail address, and telephone number of the contact person for after-hours services.

- 6.4 In addition, Contractor's Project Manager or LACDMH approved alternate shall have full authority to act for Contractor on all matters relating to the daily operation of this Contract and shall be available during LACDMH regular business hours of Monday through Friday, from 8:00 a.m. until 5:00 p.m., to respond to LACDMH inquiries and to discuss problem areas.

7.0 SERVICE DELIVERY SITE(S) AND GEOGRAPHIC COVERAGE:

- 7.1 Contractor must be in compliance with all federal, State, and local laws and regulations pertaining to certification rules as identified in the Contract between the Los Angeles County Mental Health Plan and the State Department of Mental Health, referred to as State or SDMH. Link to Los Angeles County Local Mental Health Plan:

- http://file.lacounty.gov/SDSInter/dmh/1025960_ShortDoyle_Org_Manual.pdf

- 7.2 Contractor shall provide clinical laboratory services at the following sites/locations:

- 7.2.1 Contractor shall provide clinical laboratory services for all LACDMH Clinics in accordance with SOW Technical Exhibits (Exhibit 5) Ordering Clinics and Laboratory Services Schedule. LACDMH may add Clinics during the term of this Contract.
- 7.2.2 Contractor shall provide Patient Services Centers, which are geographically accessible (within a 10 mile radius of the Clinic). The purpose of these laboratory service sites is to provide mental health clients with the alternative of going to a laboratory service site without an appointment.
- 7.2.3 Contractor shall have the ability to provide limited in-home laboratory services to clients who are homebound, within one (1) week of LACDMH's request for such service. LACDMH anticipates the volume for this service to be minimal, approximately one (1) to two (2) clients per week.

8.0 QUALITY MANAGEMENT:

- 8.1 Contractor shall establish and utilize a comprehensive Quality Control Plan to assure that County procedures are in place for identifying and correcting clinical laboratory testing deficiencies; handling complaints and incident reports; and ensuring compliance with all requirements, County audits, and professional and legal standards. Contractor shall have policies and procedures in place when a sample is lost or otherwise mishandled by staff or contracted courier. The Plan must be submitted to LACDMH for review and approval. The Plan shall be effective on the Contract start date and shall be updated and resubmitted for LACDMH approval as changes occur. The Plan shall include:
 - 8.1.1 Activities to be monitored, frequency of monitoring, samples of forms to be used in monitoring, title/level and qualifications of personnel performing monitoring functions.
 - 8.1.2 Specific measurements to ensure the services, deliverables, and requirements defined in the Contract are being provided at or above the level of quality agreed upon by LACDMH and the Contractor.
 - 8.1.3 Methods and measurements ensuring that professional staffs rendering services under this Contract have the necessary prerequisites.
 - 8.1.4 Identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable.
 - 8.1.5 Taking any corrective action, if needed, including a commitment to provide to LACDMH upon request a record of all inspections,

the corrective action taken, the time the problem is first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action.

8.1.6 Continuing to provide services to LACDMH in the event of a strike or other labor action of the Contractor's employees.

8.1.7 A record of all inspections conducted by the Contractor, 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 LACDMH upon request.

8.1.8 Contactor shall provide reports upon LACDMH request, in a mutually agreed upon fashion, to the County Project Manager and/or designee.

8.1.8.1 Financial, Clinical, and Utilization Data Fields (e.g. test volumes, patient volumes, costs, order dates, collection dates, processing dates, accession data, reference ranges, results or observations, resulting dates, reporting dates, etc).

- Contractor to provide a monthly report due before the end of each month for tests not performed during the previous month with specific reasons of why tests was not performed;
- Contractor to provide a monthly report due before the end of each month report for the previous months cancellation rates and failure rates with specifics on what tests was collected, who did the collection and the reason for cancellation or failure

8.1.8.2 System shall have data accessibility 24/7 with a minimum up time of 99% or greater. Downtimes shall avoid core hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. Database will have "just in time" and accurate or most recent data (meaning that the data reflect all laboratory utilization data from the initiation of contracted services to the present, and that the data is no more than 24 hours "out of date" or out of sync with the most recent utilization of laboratory services at the time of report generation).

- Contractor shall provide a monthly utilization data reports due before the end of each month to LACDMH

in excel format with data fields to be determined by LACDMH

- 8.1.8.3 Contractor shall support LACDMH initiatives to improve the cost-effective utilization of laboratory studies, such as efforts to optimize ordering (e.g. OrderConnect) systems, including order sets, and clinical laboratory education of LACDMH providers, contractors and staff. Such support may include staff assignments for presentations and the production of LACDMH client, contractor and staff facing materials/communications.

9.0 CONTRACT DISCREPANCY REPORT (SOW Technical Exhibits - Exhibit 2)

County Contract Project Monitor must submit to Contractor a Contract Discrepancy Report as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by LACDMH and the Contractor. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR shall be submitted to the LACDMH Contract Program Manager within 10 business days.

10.0 COUNTY OBSERVATIONS

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

11.0 DATA COLLECTION

Contractor shall have the ability to collect, manage, and submit data as directed by LACDMH to demonstrate client outcomes inclusive of the guidelines set forth by LACDMH and the State. Contractor shall perform data entry to support these activities.

12.0 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

- 12.1** Contractor shall comply with federal and State laws as they apply to Protected Health Information, Individually Identifiable Health Information, and electronic information security.
- 12.2** Any Contractor that is deemed a "Covered Entity" under HIPAA shall comply with the HIPAA privacy and security regulations independently of any activities or support of LACDMH or the County of Los Angeles.

12.3 Any Contractor that is deemed a "Business Associate" of LACDMH under HIPAA shall enter into a Business Associate Agreement with the County of Los Angeles to ensure compliance with the privacy and electronic security standards.

13.0 SUBCONTRACTOR(S)

13.1 All subcontracts, if any, shall be submitted to LACDMH for review prior to providing any services in accordance with Paragraph 8.40 Subcontracting of the Contract.

14.0 GREEN INITIATIVES

14.1 Contractor shall use reasonable efforts to implement "green" practices for environmental and energy conservation benefits.

14.2 Contractor shall notify LACDMH County's Program Manager of Contractor's new green initiatives prior to the Contract commencement and throughout the Contract term.

15.0 PERFORMANCE REQUIREMENTS SUMMARY

15.1 A Performance Requirements Summary (PRS) chart, SOW Technical Exhibits (Exhibit 3) listing required services will be monitored by LACDMH during the term of this Contract and is an important monitoring tool for LACDMH.

15.2 All listings of services used in the PRS are intended to be completely consistent with the contract 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 contract and the SOW and the PRS, the meaning apparent in the contract and the SOW will prevail. If any service seems to be created in the PRS which is not clearly and forthrightly set forth in the contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

16.0 OUTCOME MEASUREMENT

16.1 Contractor's ability to perform as required will be measured via the following methods:

16.1.1 Tracking and resolution time of Contractor or client complaints pertaining to the level of service provided by Contractor.

16.1.2 Monitoring of Contractor's billing inaccuracies by LACDMH Accounts Payable Division.

EXHIBIT A

- 16.1.3 Third party billing tracking of unauthorized laboratory orders processed by Contractor.
- 16.1.4 Timelines of providing test results per Paragraph 8.1.8, Exception reports and other necessary reports to track tests not performed, cancelled and failure to result.

TERMS AND DEFINITIONS

Application Programming Interface (API) – An interface implemented by a software program which enables it to interact and communicate with other software.

Authorized Order List (AOL) – A list of orders and order numbers referenced in the Laboratory Services Provider's catalogue, for which LACDMH shall reimburse.

Avatar (also known as myAvatar) – "myAvatar" is a comprehensive software solution used by LACDMH providing a common suite of modules and forms for tracking, scheduling and providing client care.

Claim – An individual laboratory test for which LACDMH is billed.

Clinic – An LACDMH directly-operated facility from which laboratory orders are electronically submitted. This includes field-based services.

Clinical Data Repository (CDR) – Database which stores patient's clinical information.

Clinical Laboratory Manager – Responsible for analyzing requests and equipment, tending to administrative and management matters, and assisting in budgeting.

Clinical Laboratory Services Agreement – An executed Contract between LACDMH and LSP.

Critical Laboratory Results – Abnormal lab values that shall be reported to LACDMH within sixty (60) minutes and no later than two (2) hours of obtained results.

Current Procedural Terminology (CPT) – Physicians' Current Procedural Terminology as referenced in the American Medical Association standard edition publication. CPT-4 refers to Current Procedural Terminology, 4th Edition.

Department of Health Care Services (DHCS) – State agency providing oversight of the State public mental health budget, which includes local assistance funding. DHCS responsibilities include providing leadership for local County mental health departments, evaluating and monitoring public mental health programs, administering Federal funds for mental health programs and services, and implementing the Mental Health Services Act (Proposition 63).

TERMS AND DEFINITIONS CONTINUED

DMH Electronic Prescribing System – A computer based e-Prescribing system that electronically transmits prescriptions and stores medication information. OrderConnect is a secure, HIPAA compliant, web-based electronic prescription software solution that is integrated with IBHIS.

Electronic Health Record (EHR) – An electronic health record provides secure, real-time, patient-centric information to aid clinical decision-making by providing access to a patient's health information at the point of care.

Electronically Placed Order – Laboratory Orders entered by the physician or qualified clinician using the LACDMH electronic ordering system and transmitted to the Contractor for drawing of the specimen.

Homebound - An individual who needs the assistance of another person or medical equipment (walker or wheelchair) to leave their home and/or their doctor believes their health or illness could get worse if they leave home.

Integrated Behavioral Health Information System (IBHIS) – The electronic health record for LACDMH that provides secure, real-time, patient-centric information to aid clinical decision-making by providing access to a patient's health information at the point of care.

IBHIS Number – The "Client ID" number, as referred to by IBHIS.

Invoice – A compiled list of the lab tests ordered at a clinic with agreed upon prices submitted for payment.

Laboratory Request - A request for clinical laboratory services comprised of one or more orders.

Laboratory Services Provider (LSP) – The laboratory services provider for Department of Mental Health.

Los Angeles County Department of Mental Health (LACDMH or Department) –The Los Angeles County Department of Mental Health as whole, including all of its directly-operated clinics/programs.

TERMS AND DEFINITIONS CONTINUED

LACDMH Provider – An LACDMH employed or volunteer clinician authorized to order clinical laboratory services, such as a medical doctor (MD) or nurse practitioner (NP).

Mishandled Specimen – Specimens that have encountered an error during the collection, handling, labelling, or transporting process.

Order – A single laboratory order which references an individual item/test in the Laboratory Services Provider's catalogue.

OrderConnect- is a secure, HIPAA compliant, web-based electronic prescription software solution that is integrated with IBHIS. It is an e-Prescribing system that provides real time resources and tools needed to answer questions at the point of prescribing. It is an accurate and efficient e-Prescribing system that allows prescriptions to be electronically submitted to the pharmacy of choice.

Patient Services Center – Contractor's facility where specimen collection is performed for laboratory analysis.

Performances Requirements Summary (PRS) – A listing of required services used to monitor a Contractor's compliance with the Contract. A PRS is usually included in the Statement of Work.

Phlebotomist – An individual who is certified in collecting blood samples for various laboratory tests and procedures.

Phlebotomist Manager – Responsible for supervising phlebotomists in accordance with policies and procedures, including administering basic supervisory functions of planning, organizing, and leading.

Requisition Order Forms (ROF) – Electronic or manual orders signed by an LACDMH provider and submitted directly or given to a qualified clinician to add, change, modify, or cancel an existing order.

Routine Orders – Laboratory orders for services and treatments that are applied to patients who have the same or similar medical condition(s).

Sample – Specimen obtained from client to be used for laboratory analysis.

TERMS AND DEFINITIONS CONTINUED

Service Area – One of eight (8) specific geographic regions within Los Angeles County.

Standing Orders – Ongoing laboratory tests that are ordered in conjunction with the prescription of specific medications.

STAT – Short Turn Around Time – Used in a medical situation to signify extreme urgency.

STAT Order – A laboratory order which is identified as a STAT order by the ordering physician or qualified clinician and requires a response time to the facility within four (4) hours from the time Contractor obtains the specimen(s) and a written lab report within the next business day.

Transmitted Electronically – The exchange of information that occurs through the use of technology, in this case, the available EHR.

Verbal Order – Orders given in person by LACDMH providers to a qualified clinician to add, change, modify, or cancel an existing order that is then documented or submitted on a ROF and initialed by LACDMH providers.

SOW TECHNICAL EXHIBITS
CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES:

Prepared:

Returned by Contractor:

Action Completed:

DISCREPANCY PROBLEMS:

Signature of County Representative: _____ **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:** _____

SOW TECHNICAL EXHIBITS

PERFORMANCE REQUIREMENTS SUMMARY

PERFORMANCE REQUIREMENTS	METHOD OF MONITORING	ACTIONS TAKEN IN LIEU OF NONCOMPLIANCE
<p>SOW 2.2 Only County funded patients will be invoiced to LACDMH. 100% of laboratory orders are for uninsured clients.</p>	<p>LACDMH Accounts Payable will review a sampling of invoices and lab orders for alternate payor eligibility. LACDMH will track all occurrences of improper billing. The frequency of inappropriate billing is expected to decrease during course of contract.</p>	<p>Non-reimbursement by County for claims billable to alternate payor source. Notification to Contractor of unsatisfactory billing practices. Contractor shall be given the opportunity to propose a corrective action plan to ensure billing accuracy. LACDMH may require Contractor to provide eligibility inquiry information on a regular basis or take other corrective measures should frequency of inappropriate billing continue.</p>
<p>SOW 4.3 Ordered laboratory tests results shall be delivered within the next business day. 100% of order results for routine and STAT test orders and critical lab results shall be delivered within the required turn-around-time (TAT) specified in the SOW. Routine test results are to be returned to LACDMH within the next business day; STAT order results are to be returned within four (4) hours of result availability; Critical lab results shall be reported within sixty (60) minutes of obtained results.</p>	<p>County Contract Project Monitor will review monthly report provided by Contractor on TAT and shall identify each laboratory test result that was not reported by contractor within the proper TAT and test order cost.</p>	<p>100% non-reimbursement of claim that does not meet TAT.</p>
<p>Contractor performs laboratory tests identified in the AOL, SOW Exhibit 4.</p>	<p>LACDMH will develop a report.</p>	<p>Non-reimbursement of claim or reimbursement only for "deemed ordered" test. LACDMH may review order acceptance practices with management and propose additional solutions to prevent occurrence of improper processing.</p>
<p>SOW 4.2, 4.3.1, and 8.1.8 Laboratory samples obtained and handled appropriately by Contractor's courier or delivery personnel. 100% of laboratory samples will be labeled properly and transported under appropriate condition for the specimen. The designated laboratory space shall be cleaned and all waste disposed after every shift. Laboratory equipment cannot be stored in clinic medication storage rooms.</p>	<p>Contractor shall provide a monthly test not performed report, with reasons (e.g. lost, mishandled, cancelled, failed, etc.) or otherwise unusable samples with details of Phlebotomist's name who collected the specimen and the condition of the specimen (e.g. hemolyzed, mislabeled, inadequate sample, etc). LACDMH will review frequency of cases and nature of specimens lost.</p>	<p>LACDMH may conduct root cause analysis with Contractor and develop a corrective action plan to reduce frequency of such events. LACDMH will not reimburse Contractor for such tests.</p>
<p>SOW 4.2 Phlebotomist shall adhere to LACDMH approved written procedures for reporting to Clinics during assigned shifts, including checking-in and checking-out for each visit, reporting absence, late arrivals or early departures.</p>	<p>Contractor shall call and email County Contract Project Monitor for every incidence immediately following acknowledgement of such incidence.</p>	<p>Contractor's Phlebotomist who fails to comply with requirement shall be replaced after three (3) occurrences.</p>

SOW TECHNICAL EXHIBITS
PERFORMANCE REQUIREMENTS SUMMARY

PERFORMANCE REQUIREMENTS	METHOD OF MONITORING	ACTIONS TAKEN IN LIEU OF NONCOMPLIANCE
SOW 4.2 and 5.1.10 Upon LACDMH request notification of new, change or additional on-site Phlebotomy service hours or replacement of a Phlebotomist, Contractor shall provide on-site Phlebotomist service and replacement Phlebotomist to LACDMH within seven (7) business days without affecting on-site services at other Clinics. Primex will replace a Phlebotomist within two (2) hours for urgent situations.	County Contract Project Monitor will track written request and Contractor's fulfillment of such request.	LACDMH may withhold from invoice \$100 per business day if Contractor fails to provide requested service within seven (7) business days from day of request.
SOW 4.2 Contractor shall provide County Contract Project Monitor and County Project Manager at least 30 business days prior written notice of Contractors Patient Services Centers planned closure or planned temporary interruption of business and alternate plan for approval by County Project Manager.	Written notification from Contractor and provision of on-site Phlebotomy service without interruption.	LACDMH may withhold from invoice \$100 per business day if Contractor fails to provide requested service following first day of service interruption until Contractor fulfills request.
SOW 5.1.16, Contractor shall be responsible for securing and maintaining staff who possess expertise and professional licenses and certifications required for providing services required in this SOW.	On an annual basis and when new staff, including subcontractor's staff are hired, Contractor to provide County Contract Project Monitor verification of all professional licenses and certifications.	Terminate facility access until requirement is met.
SOW 5.1.11 Contractor shall ensure that criminal clearances and background checks have been conducted for all Contractor's staff and subcontractor's staff, prior to beginning and continuing work under any resulting Contract.	On an annual basis and when new staff, including subcontractor's staff are hired, Contractor to provide County Contract Project Monitor attestation that staff have passed criminal clearances and background checks.	Terminate facility access until requirement is met.
SOW 8.1.8.2 Provide monthly utilization data report.	County Contract Project Monitor for data provision	LACDMH may withhold from invoice \$100 per occurrence of missing report.
SOW 9.0 Upon receipt of CDR, Contractor is required to respond in writing to County Contract Project Monitor within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR shall be submitted to the County Project Manager and County Contract Project Monitor within ten (10) business days.	County Contract Project Monitor shall verify or Contractor response time	LACDMH may withhold from invoice \$100 per occurrence for responding to CDR after five (5) business days. LACDMH may withhold from invoice \$100 per occurrence for submitting corrective action plan after 10 business days.

**SOW TECHNICAL EXHIBITS
PERFORMANCE REQUIREMENTS SUMMARY**

PERFORMANCE REQUIREMENTS	METHOD OF MONITORING	ACTIONS TAKEN IN LIEU OF NONCOMPLIANCE
<p>SOW 5.1.5 Contractor and Contractor's staff shall conform to applicable Clinic rules and regulations while conducting clinical laboratory tests on Clinic premises.</p>	<p>County Contract Project Monitor shall ensure Contractor compliance in providing documentation of training completion and signature from Contractor staff for understanding of County policies</p>	<p>LACDMH may withhold from invoice \$100 per occurrence per staff of failure to provide required documentation.</p>
<p>SOW 7.2.3 Contractor shall have the ability to provide limited in-home laboratory services to clients who are homebound, within one (1) week of LACDMH's request for such service. LACDMH anticipates the volume for this service to be minimal, approximately one (1) to two (2) clients per week.</p>	<p>County Contract Project Monitor will track requests and verify adherence to request.</p>	<p>LACDMH may withhold from invoice \$100 per occurrence of failure to provide in-home laboratory services within one (1) week of LACDMH's request.</p>

SOW TECHNICAL EXHIBITS

DIRECTORY OF LABORATORY TESTS - AUTHORIZED ORDER LIST AND SERVICE FEES

Test #	Test Description	CPT	Test Price	Test on Critical Call List	Critical Range Equal or less than	Critical Range Equal or greater than	Units of Measure	Turn-Around Time	Reference Range
101	ABO	86900	\$15.00				Contact Lab	24-48 Hours	Contact Lab
100	ABO GRP AND RH TYPE	100	\$20.00				N/A	24-48 Hours	N/A
201	ACETAMINOPHEN*	8029990	\$62.00				ug/mL	7-10 Days	10-25
99	ALBUMIN	82040	\$15.00	Y	2	N/A	g/dL	24 Hours	3.5-5.5
213	ALCOHOL, ETHYL SERUM	80320	\$27.00				N/A	7-10 Days	<0.02%
218	ALKALINE PHOSPHATASE	84075	\$3.15	Y	N/A	600	IU/L	24-48 Hours	30-125
224	ALT (SGPT)	84460	\$2.55	Y	N/A	>70.0	IU/L	24-48 Hours	5-45
413	AMIKACIN, TROUGH*	80150	\$19.20				ug/mL	7-10 Days	Contact Lab
762	AMITRIPTYLINE (ELAVIL)	G603090	\$85.00				Contact Lab	7-10 Days	Contact Lab
230	AMMONIA, PLASMA	8214090	\$10.00				ug/dL	7-10 Days	Males: 27-102g/dL; Females: 19-87 ug/dL
234	AMPHETAMINES, URINE, QL	80324	\$20.00				ng/mL	24-48 Hours	CUT-OFF-300
237	AMYLASE, SERUM	82150	\$3.40	Y	N/A	200	U/L	24-48 Hours	29-103
705	ANA SCREEN	86038	\$30.00				AI	24-48 Hours	<1.0
901	ANEMIA PANEL	901	\$90.00				N/A	24-48 Hours	N/A
708	ANTI-DNA ANTIBODY (DOUBLE-STRANDED)	86225	\$36.00				IU/mL	24-48 Hours	0-4
1328	ARIPIRAZOLE*	8034290	\$205.20				ng/mL	7-10 Days	109.0-585.0
903	ARTHRITIC PANEL	903	\$80.00				N/A	24-48 Hours	N/A
722	ASO, QUANT (ANTISTREPTOLYSIN O)	86063	\$20.00				IU/mL	24-48 Hours	<250
249	BARBITURATES, SERUM	G0481	\$40.00				mcg/mL	7-10 Days	Contact Lab
248	BARBITURATES, URINE QUALITATIVE	80345	\$20.00				ng/mL	24-48 Hours	CUT-OFF-300
4401	BASIC METABOLIC PANEL (BMP)	80048	\$2.76				Contact Lab	24-48 Hours	Contact Lab
252	BENZODIAZEPINES, SERUM	G0481	\$40.00				ng/mL	7-10 Days	Contact Lab

SOW Technical Exhibits
DIRECTORY OF LABORATORY TESTS – Authorized Order List and Service Fees

Test #	Test Description	CPT	Test Price	Test on Critical Call List	Critical Range Equal or less than	Critical Range Equal or greater than	Units of Measure	Turn-Around Time	Reference Range
251	BENZODIAZEPINES, URINE QUALITATIVE	80346	\$20.00				ng/mL	24-48 Hours	CUT-OFF-300
261	BILIRUBIN, DIRECT	82248	\$32.00				mg/dL	24-48 Hours	0.0-0.3
260	BILIRUBIN, TOTAL	82247	\$20.00	Y	N/A	12	mg/dL	24-48 Hours	0.1-1.4
263	BUN	84520	\$30.00	Y	N/A	>80.0	mg/dL	24-48 Hours	6-25
273	CA 125	86304	\$50.00				U/mL	24-48 Hours	<30.2
282	CALCIUM	82310	\$15.00	Y	<7.0	>13.0	mg/dL	24-48 Hours	8.3-10.5
287	CANNABINOIDS*	G0481	\$80.00				ng/mL	7-10 Days	CUT OFF-10
288	CARBAMAZEPINE (TEGRETOL)	80156	\$8.75	Y	N/A	12	ug/mL	24-48 Hours	4.0-12.0
104	CBC (COMPLETE BLOOD COUNT)	85025	\$2.55				Contact Lab	24-48 Hours	Contact Lab
289	CEA (CARCINOEMBRYONIC ANTIGEN)	82378	\$8.50				ng/mL	24-48 Hours	<2.5
4441	CHLAMYDIA & GC BY AMPLIFIED (URINE)	4441	\$100.00				N/A	48-72 Hours	N/A
784	CHLAMYDIA AMPLIFIED DNA	87491	\$80.00	Y	N/A	Positive	N/A	24-48 Hours	Negative
299	CHLORIDE	82435	\$15.00	Y	<80	>120	mEq/L	24-48 Hours	96-110
301	CHOLESTEROL	82465	\$2.55				mg/dL	24-48 Hours	135-200
6448	CLOMIPRAMINE*	8033590	\$136.75				ng/mL	7-10 Days	Contact Lab
1197	CLOZAPINE (CLOZARIL)	83789	\$24.00				Contact Lab	7-10 Days	Contact Lab
307	CO2 (BICARBONATE)	82374	\$20.00	Y	<10	N/A	ng/mL	24-48 Hours	15-35
253	COCAINE METABOLITES*	G0481	\$195.00				mEq/L	7-10 Days	CUT OFF-25
277	COCAINE METABOLITES, URINE	80353	\$20.00				ng/mL	24-48 Hours	CUT-OFF-300
748	COMPLEMENT C4	86160	\$40.00				ng/mL	24-48 Hours	19-52
4	COMPREHENSIVE METABOLIC PANEL (CMP)	80053	\$3.50				mg/dL	24-48 Hours	Contact Lab
317	CORTISOL, SERUM	82533	\$40.00				Contact Lab	24-48 Hours	Contact Lab
275	C-PEPTIDE	84681	\$50.00				ug/dL	24-72 Hours	0.9-7.1

SOW Technical Exhibits
DIRECTORY OF LABORATORY TESTS – Authorized Order List and Service Fees

Test #	Test Description	CPT	Test Price	Test on Critical Call List	Critical Range Equal or less than	Critical Range Equal or greater than	Units of Measure	Turn-Around Time	Reference Range
320	CPK, TOTAL (CREATINE PHOSPHOKINASE)	82550	\$14.00	Y	N/A	400	U/L	24-48 Hours	38-174
330	CPK-MB	82553	\$35.00				ng/mL	24-48 Hours	0.0-5.0
139	C-REACTIVE PROTEIN (CRP), HIGHLY SENSITIVE	86141	\$10.80				mg/L	24-48 Hours	<1.0
276	C-REACTIVE PROTEIN (CRP), QUANTITATIVE	86140	\$15.00				mg/dL	24-48 Hours	<0.4
324	CREATININE, SERUM	82565	\$2.55	Y	N/A	>5.0	mg/dL	24-48 Hours	0.5-1.3
323	CREATININE, URINE (RANDOM)	82570	\$15.00				mg/dL	24-48 Hours	27-300
781	CULTURE, GC (NEISSERIA GONORRHOEAE)	87081	\$13.50				N/A	48-72 Hours	Not isolated
768	CULTURE, URINE	87088	\$7.65				Contact Lab	48-72 Hours	Contact Lab
771	CYTOMEGALOVIRUS (CMV) IGM	86645	\$40.00				Index	24-72 Hours	<0.90
770	CYTOMEGALOVIRUS ANTIBODY (IGG)	86644	\$40.00				Index	24-72 Hours	<0.90
193	D-DIMER, QUANTITATIVE	85380	\$40.00	Y	N/A	>600	ngFEU/mL	24-48 Hours	<400
344	DHEA SULFATE	82627	\$50.00				ug/dL	24-48 Hours	80-560
348	DIHYDROTESTOSTERONE (DHT)	8032790	\$108.00				ng/dL	7-10 Days	4-22
349	DILANTIN (PHENYTOIN)	80185	\$9.00	Y	N/A	20	ug/mL	24-48 Hours	10.0-20.0
941	DRUG SCREEN W ALCOHOL, URINE	941	\$10.00				N/A	24-48 Hours	N/A
942	DRUG SCREEN W ALCOHOL, SERUM	942	\$67.20				Contact Lab	7-10 Days	Contact Lab
907	ELECTROLYTE PANEL	80051	\$6.25				Contact Lab	24-48 Hours	Contact Lab
773	EPSTEIN BARR VIRUS VCA ANTIBODY (IGG)	86665	\$45.00				Index	5 days	0-0.8
366	ESTRADIOL, SERUM	82670	\$100.00				pg/mL	24-48 Hours	Contact Lab
1148	ESTROGEN, TOTAL, SERUM	8267290	\$50.00				pg/mL	7-10 Days	Contact Lab
376	FERRITIN	82728	\$5.95				ng/mL	24-48 Hours	28-365

SOW Technical Exhibits
DIRECTORY OF LABORATORY TESTS – Authorized Order List and Service Fees

Test #	Test Description	CPT	Test Price	Test on Critical Call List	Critical Range Equal or less than	Critical Range Equal or greater than	Units of Measure	Turn-Around Time	Reference Range
855	FLUOXETINE & NORFLUOXETINE	855	\$53.00				Contact Lab	7-10 Days	Contact Lab
382	FOLIC ACID (FOLATE), SERUM	82746	\$6.00				ng/mL	24-48 Hours	3.0-17.0
306	FRAGILE X	81243	\$300.00				Contact Lab	7-10 Days	Contact Lab
383	FSH (FOLLICLE STIMULATING HORMONE)	83001	\$9.00				mIU/mL	24-48 Hours	Contact Lab
785	GC (NEISSERIA GONORRHEA), AMPLIFIED DNA	87591	\$80.00	Y	N/A	Positive	N/A	24-48 Hours	Negative
16	GENERAL HEALTH PANEL	80050	\$13.50				Contact Lab	24-48 Hours	Contact Lab
391	GGTP (GAMMA GLUTAMYL TRANSPEPTIDASE)	82977	\$2.70	Y	N/A	>400	IU/L	24-48 Hours	1-60
396	GLUCOSE, FASTING	82947	\$2.55	Y	<50	>400	mg/dL	24-48 Hours	65-99
11	G-N SENSITIVITY	87184	\$10.00				Contact Lab	24-72 Hours	Contact Lab
406	HALOPERIDOL (HALDOL), SERUM*	8017390	\$55.00				ng/mL	7-10 Days	Contact Lab
257	HCG QUANTITATIVE (BETA SUB-UNIT)	84702	\$5.95				mIU/mL	24-48 Hours	<5.0
410	HDL CHOLESTEROL	83718	\$6.75				mg/dL	24-48 Hours	>40
796	HELICOBACTER PYLORI ANTIBODY, IGG	86677	\$36.00				Index	24-48 Hours	<0.90
338	HEMATOCRIT	85014	\$2.70	Y	27	60	%	24-48 Hours	37-52
415	HEMOGLOBIN	85018	\$10.00	Y	8	20	g/dL	24-48 Hours	12.0-17.0
113	HEMOGLOBIN A1C	83036	\$5.00				%	24-48 Hours	<5.7
929	HEPATIC FUNCTION PANEL (LIVER)	80076	\$2.76				Contact Lab	24-48 Hours	Contact Lab
787	HEPATITIS A VIRUS ANTIBODY, IGM (HAV, IGM)	86709	\$5.10	Y	N/A	Positive	N/A	24-48 Hours	Negative
9001	HEPATITIS ACUTE PANEL, (ABC)	80074	\$80.00				Contact Lab	24 Hours	Contact Lab
789	HEPATITIS B CORE ANTIBODY, IGM	86705	\$5.10	Y	N/A	Positive	N/A	24-48 Hours	Negative

SOW Technical Exhibits
DIRECTORY OF LABORATORY TESTS – Authorized Order List and Service Fees

Test #	Test Description	CPT	Test Price	Test on Critical Call List	Critical Range Equal or less than	Critical Range Equal or greater than	Units of Measure	Turn-Around Time	Reference Range
788	HEPATITIS B CORE ANTIBODY, TOTAL	86704	\$30.00				N/A	24-48 Hours	Negative
803	HEPATITIS B DNA QUANTITATIVE	87517	\$95.00				IU/mL	1-5 Days	<10
790	HEPATITIS B SURFACE ANTIBODY (QT)	86706	\$5.40				mIU/mL	24-48 Hours	Contact Lab
791	HEPATITIS B SURFACE ANTIGEN W/REFL CONFIRM	87340	\$5.10	Y	N/A	>1.0	Index	24-48 Hours	<1.0
793	HEPATITIS BE ANTIGEN	87350	\$25.00				N/A	24-48 Hours	Negative
794	HEPATITIS C ANTIBODY	86803	\$7.20	Y	N/A	Positive	N/A	24-48 Hours	Negative
751	HEPATITIS C RNA BY PCR QUANT. (HCV RNA QUANT.)	87522	\$95.00				IU/mL	7-10 Days	0-<12
750	HEPATITIS C VIRAL RNA GENOTYPE	87902	\$67.50				Contact Lab	7-10 Days	Contact Lab
613	HEPATITIS C VIRAL RNA, QUAL.	87521	\$125.00				N/A	7-10 Days	Not Detected
945	HERPES I IGG	86695	\$40.00				Index	1-4 Days	<0.9
946	HERPES II IGG	86696	\$40.00				Index	1-4 Days	<0.9
474	HETEROPHILE, MONO SCREEN	86308	\$20.00				N/A	24-48 Hours	Negative
805	HIV 1/2 AG/AB (4TH GEN), REFLEXES	87389	\$5.95				N/A	24-48 Hours	Non-Reactive
827	HIV GENOTYPING*	8753690	\$463.25				Contact Lab	7-10 Days	Contact Lab
8051	HIV PCR, QUANT.	87536	\$300.00				copy/mL	1-5 days	Contact Lab
1554	HIV-1 (GEENIUS)	86701	\$27.50				N/A	24-48 Hours	Non Reactive
1105	HIV-1, QUALITATIVE, RNA(PROVIR)	8753590	\$111.00				Contact Lab	7-10 Days	Contact Lab
1515	HIV-1/HIV-2 (GEENIUS)	1515	\$55.00	Y	N/A	Positive	N/A	24 Hours	N/A
1555	HIV-2 MULTISPOT	86702	\$27.50				N/A	24-48 Hours	Non Reactive
1300	HOMOCYSTEINE	83090	\$50.00				umol/L	24-48 Hours	5.0-15.0
427	IMIPRAMINE	80174	\$25.13				Contact Lab	7-10 Days	Contact Lab
435	INSULIN	83525	\$8.25				uIU/mL	24-72 Hours	6.0-27.0
437	IRON	83540	\$2.55				ug/dL	24-48 Hours	40-200

SOW Technical Exhibits
DIRECTORY OF LABORATORY TESTS – Authorized Order List and Service Fees

Test #	Test Description	CPT	Test Price	Test on Critical Call List	Critical Range Equal or less than	Critical Range Equal or greater than	Units of Measure	Turn-Around Time	Reference Range
8	IRON AND TOTAL IRON BINDING CAPACITY	8	\$5.95				N/A	24-48 Hours	N/A
609	LAMOTRIGINE (LAMICTAL)*	8017590	\$26.00				mcg/mL	7-10 Days	2.0-20.0 ug/mL
443	LDH (LACTATE DEHYDROGENASE)	83615	\$2.70	Y	N/A	500	IU/L	24-48 Hours	80-225
446	LEAD, CAPILLARY	83655	\$5.95	Y	N/A	>15	ug/dL	48 Hours	<5.0
7144	LEAD, VENOUS	83655	\$11.00				mcg/dL	7-10 Days	<10.0
449	LH (LEUTINIZING HORMONE)	83002	\$9.00				mIU/mL	24-48 Hours	Contact Lab
452	LIPASE	83690	\$3.40	Y	N/A	180	IU/L	24-48 Hours	7-60
905	LIPID PANEL	80061	\$10.00				Contact Lab	24-48 Hours	Contact Lab
453	LITHIUM	80178	\$5.95				mmol/L	24-48 Hours	0.5-1.5
924	LUPUS PROFILE	924	\$150.00				N/A	24 Hours	N/A
463	MAGNESIUM	83735	\$2.55	Y	1	3.5	mg/dL	24-48 Hours	1.5-2.6
470	METHADONE, SERUM	G0481	\$40.00				ng/mL	7-10 Days	Contact Lab
469	METHADONE, URINE	80358	\$20.11				ng/mL	7-10 Days	CUT-OFF-300
631	METHYLMALONIC ACID	8391890	\$35.00				nmol/L	7-10 Days	0-378
5010	MICROALBUMIN (URINE)	82043	\$25.00				N/A	24-48 Hours	Contact Lab
714	MITOCHONDRIAL ANTIBODY W/REFL TITER	86256	\$45.00				U/L	24-48 Hours	<20
3506	MUCOLIPIDOSIS TYPE IV MUTATION	81290	\$395.00				Contact Lab	Contact Lab	Contact Lab
487	NORTRIPTYLINE*	G0480	\$23.10				ng/mL	7-10 Days	Contact Lab
932	OBSTETRIC PANEL	80055	\$60.00				Contact Lab	24-48 Hours	Contact Lab
308	OPIATE EIA (URINE)	80361	\$20.00				ng/mL	24-48 Hours	CUT-OFF-300
259	OPIATES*	G0481	\$130.00				ng/mL	7-10 Days	CUT OFF-25
697	OXCARBAZEPINE (TRILEPTAL)*	8018390	\$32.00				ug/mL	7-10 Days	10-35
1964	PATHOLOGIST REVIEW (BLOOD)	85060	\$25.00				Contact Lab	24 Hours	Contact Lab
499	PCP, URINE	83992	\$20.00				ng/mL	24-48 Hours	CUT-OFF-25

SOW Technical Exhibits
DIRECTORY OF LABORATORY TESTS – Authorized Order List and Service Fees

Test #	Test Description	CPT	Test Price	Test on Critical Call List	Critical Range Equal or less than	Critical Range Equal or greater than	Units of Measure	Turn-Around Time	Reference Range
497	PHENCYCLIDINE	G0481	\$40.00				ng/mL	7-10 Days	CUT-OFF-10
501	PHENOBARBITAL	80184	\$30.00	Y	N/A	50	ug/mL	24-48 Hours	15.0-40.0
502	PHOSPHORUS	84100	\$3.00	Y	1.5	7	mg/dL	24-48 Hours	2.0-4.9
1545	PLATELET COUNT	85049	\$49.00	Y	50	800	10 ³ /uL	24-48 Hours	150-400
1559	PNH	81291	\$300.00					Contact Lab	Contact Lab
508	POTASSIUM	84132	\$15.00	Y	<3.0	>6.0	mEq/L	24-48 Hours	3.5-5.5
510	PREGNANCY (HCG), URINE	81025	\$2.55				Contact Lab	24-48 Hours	Contact Lab
246	PREGNANCY,QL, SERUM (HCG QUALITATIVE)	84703	\$3.40				Contact Lab	24-48 Hours	Contact Lab
513	PROGESTERONE	84144	\$10.80				ng/mL	24-48 Hours	Contact Lab
514	PROLACTIN	84146	\$10.20				ng/mL	24-48 Hours	1.9-25.0
516	PROPOXYPHENE, SERUM	G0481	\$40.00				ng/mL	7-10 Days	Contact Lab
98	PROTEIN, TOTAL	84155	\$15.00				g/dL	24-48 Hours	6.0-8.3
120	PROTIME (PROTHROMBIN TIME)	85610	\$3.60				sec	24-48 Hours	Contact Lab
519	PSA, FREE	84154	\$60.00				ng/mL	24-72 Hours	Contact Lab
518	PSA, TOTAL	84153	\$10.20				ng/mL	24-48 Hours	<4.00
495	PTH, INTACT	83970	\$85.00				pg/mL	24-72 Hours	10-69
118	PTT (PARTIAL THROMBOPLASTIN TIME)	85730	\$4.50				sec	24-48 Hours	Contact Lab
1125	QUANTIFERON, TB TEST	86481	\$95.00				Contact Lab	5-7 Days	Contact Lab
1312	QUETIAPINE (SEROQUEL)*	8034290	\$133.25				ng/mL	7-10 Days	Contact Lab
4464	RENAL FUNCTION PANEL	80069	\$30.00				Contact Lab	24-48 Hours	Contact Lab
123	RH TYPING	86901	\$10.00				Contact Lab	24-48 Hours	Contact Lab
829	RHEUMATOID FACTOR	86431	\$20.00				IU/mL	24-48 Hours	<14
1172	RISPERIDONE	8034290	\$110.00				Contact Lab	7-10 Days	Contact Lab
622	RPR, REFL SYPHILIS IGG/IGM	86592	\$2.55				N/A	24-48 Hours	Non-Reactive

SOW Technical Exhibits
DIRECTORY OF LABORATORY TESTS – Authorized Order List and Service Fees

Test #	Test Description	CPT	Test Price	Test on Critical Call List	Critical Range Equal or less than	Critical Range Equal or greater than	Units of Measure	Turn-Around Time	Reference Range
831	RUBELLA IGG	86762	\$30.00				IU/mL	24-48 Hours	0.0-9.9
3070	SALICYLATE, SERUM*	8032990	\$107.10				ug/mL	7-10 Days	Contact Lab
124	SEDIMENTATION RATE (ESR)	85651	\$2.70				mm/hr	24-48 Hours	0-20
148	SERTRALINE (ZOLOFT)*	80299	\$52.88				30-200	7-10 Days	30-200
538	SEX HORMONE BINDING GLOBULIN	84270	\$35.00				nmol/L	24-72 Hours	Contact Lab
534	SGOT (AST)	84450	\$2.55	Y	N/A	>400	IU/L	24-48 Hours	1-40
721	SJOGREN'S ANTIBODY (SS-A)	86235	\$40.00				AI	24-48 Hours	<1.0
536	SODIUM	84295	\$12.75	Y	130	160	mEq/L	24-48 Hours	135-155
9000	STAT	99050	\$25.00				Contact Lab	24 Hours	Contact Lab
15	SYPHILIS IGG/IGM	86780	\$6.30	Y	N/A	Positive	N/A	24-48 Hours	Non-Reactive
546	T3 TOTAL	84480	\$7.65				ng/dL	24-48 Hours	72-170
549	T3 UPTAKE	84479	\$2.98				%	24-48 Hours	22.0-35.0
386	T3, FREE	84481	\$35.00				pg/mL	24-48 Hours	2.3-4.2
550	T4 TOTAL	84436	\$2.98				ug/dL	24-48 Hours	4.5-12.5
551	T4, FREE	84439	\$7.65				ng/dL	24-48 Hours	0.8-1.9
388	TESTOSTERONE, FREE	84402	\$60.00				pg/mL	24-72 Hours	10.0-50.0
553	TESTOSTERONE, TOTAL	84403	\$9.90				ng/dL	24-48 Hours	240-950
285	THC (MARIJUANA), URINE	80349	\$20.00				ng/mL	24-48 Hours	CUT-OFF-50
555	THYROGLOBULIN	84432	\$45.00				ng/mL	24-72 Hours	1.6-59.9
557	THYROGLOBULIN ANTIBODY	86800	\$80.00				IU/mL	24-72 Hours	<40
935	THYROID PANEL	80091	\$35.00				Contact Lab	24-48 Hours	Contact Lab
938	THYROID PANEL WITH TSH	938	\$14.00				N/A	24-48 Hours	N/A
556	THYROID PEROXIDASE AB. (TPO)	86376	\$80.00				IU/mL	24-72 Hours	<35
699	TISSUE TRANSGLUTAMINASE ANTIBODY, IGA	83516	\$60.00				U/mL	1-5 Days	<15
845	TOXOPLASMA IGG ANTIBODY	8677790	\$29.00				IU/mL	7-10 Days	Negative: <6 IU/mL
563	TRIGLYCERIDES	84478	\$2.55				mg/dL	24-48 Hours	<150

SOW Technical Exhibits
DIRECTORY OF LABORATORY TESTS – Authorized Order List and Service Fees

Test #	Test Description	CPT	Test Price	Test on Critical Call List	Critical Range Equal or less than	Critical Range Equal or greater than	Units of Measure	Turn-Around Time	Reference Range
450	TROPONIN I	84484	\$30.00	Y	N/A	>0.060	ng/mL	24 Hours	<0.060
419	TSH (3RD GENERATION)	84443	\$5.95				uIU/mL	24-48 Hours	0.340-5.600
567	URIC ACID	84550	\$2.98	Y	N/A	15	mg/dL	24-48 Hours	2.0-7.2
569	URINALYSIS (UA), COMPLETE	81001	\$2.98				Contact Lab	24-48 Hours	Contact Lab
340	VALPROIC ACID (DEPAKENE)	80164	\$9.45	Y	25	150	ug/mL	24-48 Hours	50-100
5	VENIPUNCTURE FEE	36415	\$3.00				N/A	24-48 Hours	N/A
1379	VITAMIN B1,BLOOD	8442590	\$64.00				nmol/L	7-10 Days	66.5-200.0 nmol/L
575	VITAMIN B12	82607	\$7.65				pg/mL	24-48 Hours	193-982
580	VITAMIN B6	8420790	\$45.00				ng/mL	7-10 Days	Male: 5.3-46.7 ug/L; Female: 2.0-32.8 ug/L
574	VITAMIN D (25 HYDROXY)	82306	\$18.00				ng/mL	24-48 Hours	>30-100
1678	WBC	85048	\$10.00	Y	3	20	10 ³ /uL	24-48 Hours	4.0-11.0

ADDITIONAL FEES	
DESCRIPTION	FEES
Draw/Venipuncture	\$3.00
STAT Pick Up Fee	\$25.00
Home Phlebotomy Visit Home phlebotomy visits are the financial responsibility of LACDMH for all patients both indigent and insured	\$75.00

SERVICES AREAS
ORDERING CLINICS AND LABORATORY SERVICES SCHEDULE

Below is the required schedule and level of service delivery. AM hours may begin no later than 9:00 a.m., unless approved by County Project Manager. LACDMH reserves the right to increase or decrease hours at a Clinic site and to add additional sites as needed. Contractor must accommodate at least one morning shift beginning no later than 9:00 a.m. per week for those Clinics that have a phlebotomist on-site.

SA	LOCATION	ON-SITE LAB HOURS
1	Antelope Valley MHC 349A E. Ave K6 Ste A Lancaster, CA 93535 Phone: (661) 723-4260 Fax: (661) 723-6975	Tues. 9:00 AM – 10:00 AM Wed. 11:00 AM – 12:00 PM Thurs. 9:00 AM – 10:00 AM Fri. 11:00 AM – 12:00 PM
1	AV Wellness & Enrichment Center 251 H East Ave. K6 Lancaster, CA 93535 Phone: (661) 223-3800 Fax: (661) 537-2938	Patients are referred to Patient Service Center (PSC) or nearby MHC
1	AV Kidz Connection 2323 A East Palmdale, CA 93550 Phone: (661)223-3800 Fax: (661) 537-2938	Patients are referred to PSC or nearby MHC
1	Palmdale MHC 1529 East Palmdale Blvd. Ste 150 Palmdale, CA 93550 Phone: (661) 575-1800 Fax: (661) 265-6025	Mon. 9:00 AM – 10:00 AM Tues. 11:00 AM – 12:00 PM Wed. 9:00 AM – 10:00 AM Thurs. 11:00 AM – 12:00 PM Fri. 9:00 AM – 10:00 AM
2	Olive View UCC 14659 Olive View Drive Sylmar, CA 91342 Phone: (818) 485-0888 Fax: (818) 833-5690	Mon. 11:00 AM – 12:00 PM Tues. 3:00 PM – 5:00 PM Wed. 8:00 AM – 9:00 AM & 1:00 PM – 2:00 PM Thurs. 3:00 PM – 4:00 PM Fri. 10:00 AM – 12:00 PM

SOW TECHNICAL EXHIBITS

SERVICES AREAS
ORDERING CLINICS AND LABORATORY SERVICES SCHEDULE

SA	LOCATION	ON-SITE LAB HOURS
2	<p align="center">San Fernando MHC 10605 Balboa Blvd Ste 100 Granada Hills, CA 91344 Phone: (818) 832-2400 Fax: (818) 832-8567</p>	<p align="center">Tues. 8:00 AM – 11:00 AM Wed. 9:00 AM – 11:00 AM Fri. 8:30 AM – 10:00 AM</p>
2	<p align="center">San Fernando MHS FSP Program 10515 Balboa Blvd Ste 260 & 376 Granada Hills, CA 91344 Phone: (818) 488-3838 Fax: (818) 360-8752</p>	Patients are referred to PSC or nearby MHC
2	<p align="center">Santa Clarita Valley MHC 23501 Cinema Dr. Ste 200 & 210 Valencia, CA 91355 Phone: (661) 288-4800 Fax: (661) 254-3094</p>	<p align="center">Mon. 4:00 PM – 5:00 PM Tues. 11:30 AM – 1:30 PM Wed. 3:00 PM – 4:00 PM Thurs. 3:30 PM – 4:30 PM Fri. 8:00 AM – 9:00 AM</p>
2	<p align="center">West Valley MHC 7621 Canoga Park, CA 91304 Phone: (818) 598-6900 Fax: (818) 598-6977</p>	<p align="center">Mon. 2:00 PM – 3:00 PM Tues. 11:30 AM – 1:00 PM Wed. 12:00 PM – 1:00 PM Thurs. 1:30 PM – 2:30 PM Fri. 11:00 AM – 12:00 PM</p>
2	<p align="center">Valley Coordinated Children's Services 19231 Victory Blvd Ste 110 Reseda, CA 91335 Phone: (818) 654-1956 Fax: (818) 654-1956</p>	Patients are referred to PSC or nearby MHC
3	<p align="center">Arcadia MHC 2620 California Ave. Monrovia, CA 91016 Phone: (818) 708-4500 Fax: (626) 256-8327</p>	Fri. 8:00 AM – 10:00 AM

SERVICES AREAS
ORDERING CLINICS AND LABORATORY SERVICES SCHEDULE

SA	LOCATION	ON-SITE LAB HOURS
3	Arcadia MHC FSP Program 2620 California Ave. Monrovia, CA 91016 Phone: (626) 821-5844 Fax: (626)256-8327	Patients are referred to PSC or nearby MHC
3	East San Gabriel Valley MHC 1359 North Grand Avenue Covina, CA 91724 Phone: (626) 430-2900 Fax: (626) 331-0035	Patients are referred to PSC or nearby MHC
4	Downtown MHC 529 S. Maple Ave Los Angeles, CA 90013 Phone: (213) 629-6200 Fax: (213) 895-6263	Mon. 1:00 PM – 2:00 PM Fri. 10:45 AM – 12:00 PM
4	Men’s Community Reintegration Prog. 631 A S. Maple Ave Los Angeles, CA 90014 Phone: (213) 673-3002 Fax: (213) 626-2458	Patients are referred to Downtown MHC
4	Hollywood MHC 1224 N. Vine St. Los Angeles, Ca 90038 Phone: (323) 769-6100 Fax: (323) 467-2647	Tues. 8:30 AM – 10:00 AM Wed. 10:00 AM – 11:00 AM
4	Northeast MHC 5321 Via Marisol Los Angeles, CA 90042 Phone: (323) 478-8200 Fax: (323) 344-8829	Tues. 1:30 PM – 2:30 PM Fri. 8:00 AM – 9:20 AM (Phlebotomist to stay until 10 AM if no service is needed at Northeast Wellness Center)
4	Northeast Wellness Center 5564 N. Figueroa St. Los Angeles, CA 90020 Phone: (323) 351-5100 Fax: (323) 254-3950	Fri. 9:30 AM – 10:00 AM (Phlebotomist to stay at Northeast MHC until 10 AM if no service needed at Northeast Wellness Center)

SERVICES AREAS
ORDERING CLINICS AND LABORATORY SERVICES SCHEDULE

SA	LOCATION	ON-SITE LAB HOURS
4	Genesis 550 S. Vermont Ave 6th flr. Los Angeles, CA 90020 Phone: (213) 351-7284 Fax: (213) 427-6161	Patients go to PSC or RN's may drop specimens to PSC
5	Edelman MHC 11080 W. Olympic Blvd. Los Angeles, CA 90064 Phone: (310) 966-6500 Fax: (310) 915-8579	Tues. 10:30 AM – 11:30 AM Wed. 10:30 AM – 11:30 AM Thurs. 10:30 AM – 11:30 AM
5	Edelman Westside MHC Children 11303 West Washington Blvd, 2 nd Floor, Los Angeles, CA 90066 Phone: (310) 482-3200 Fax: (310) 915-8579	Patients are referred to PSC or nearby MHC
6	Augustus F. Hawkins MHC 1720 E. 120th St. Los Angeles, CA 90059 Phone: (310) 915-8579 Fax: (310) 915-8579	Mon. 8:00 AM – 9:00 AM Tues. 2:00 PM – 3:00 PM Wed. 8:00 AM – 9:00 AM Thurs. 8:00 AM – 9:30 AM
6	Compton Family MHC 921 E. Compton Blvd. Compton, CA 90221 Phone: (310) 668-6800 Fax: (310) 223-0694	Tues. 8:30 AM – 9:30 AM Wed. 1:00 PM – 2:15 PM
6	West Central Family MHC 3751 Stocker St. Los Angeles, CA 90008 Phone: (323) 298-3680 Fax: (323) 296-4079	Mon. 10:00 AM – 12:00 PM

SERVICES AREAS
ORDERING CLINICS AND LABORATORY SERVICES SCHEDULE

SA	LOCATION	ON-SITE LAB HOURS
6	West Central Wellness Center 3741 Stocker St. Los Angeles, CA 90008 Phone: (323) 290-5800 Fax: (323) 290-3206	Patients are referred to PSC or nearby MHC
6	Women's Community Integration 8300 S. Vermont Ave. Los Angeles, CA 90044 Phone: (323) 252-6400	Patients are referred to PSC or nearby MHC
7	Rio Hondo Community MHC 17707 S. Studebaker Road Cerritos, CA 90703 Phone: (562) 402-0688 Fax: (562) 809-0185	Mon. 8:00 AM – 11:00 AM Wed. 2:00 PM – 4:00 PM Thurs. 8:00 AM – 11:00 AM
7	Rio Hondo Centro de Bienestar 2677 Zoe Avenue Ste 301 Huntington Park, CA 90255 Phone: (323) 277-7862 Fax: (323) 277-7862	Patients are referred to Rio Hondo Community MHC
7	Roybal Family MHC 4701 Cesar Chavez Av. Rm 222 Los Angeles, CA 90022 Phone: (323) 267-3400 Fax: (323) 260-5200	Patients are referred to PSC or nearby MHC
7	San Antonio MHC 2629 Clarendon Ave. Huntington Park, CA 90255 Phone: (323)584-3721 Fax: (323)277-4674	Thurs. 2:30 PM – 3:30 PM
8	Coastal Asian API MHC 14112 S. Kingsley Dr. Gardena, CA 90249 Phone: (310) 217-7312 Fax: (310) 352-3111	Wed. 10:00 AM – 11:00 AM

SERVICES AREAS
ORDERING CLINICS AND LABORATORY SERVICES SCHEDULE

SA	LOCATION	ON-SITE LAB HOURS
8	Harbor-UCLA Medical Center 1000 W. Carson St. Bldg. D5 Torrance, CA 90502 Phone: (310) 222-3151 Fax: (310) 328-7217	Tues. 12:45 AM – 1:50 PM Thurs. 8:00 AM – 9:00 AM
8	Long Beach API Family MHC 4540 E. Pacific Coast Hwy Ste 600 Long Beach, CA 90804 Phone: (562) 346-1100 Fax: (562) 961-7604	Mon. 9:30 AM – 12:00 PM
8	Long Beach Child & Adolescent Clinic 240 E. 20th St. Long Beach, CA 90806 Phone: (562) 599-9271 Fax: (562) 218-4076	Mon. 8:00 AM – 9:00 AM
8	Long Beach MHC Adult Clinic 2600 Redondo Ave. 3rd flr Long Beach, CA 90806 Phone: (562)599-9280 Fax: (562) 599-3944	Tues. 8:00 AM – 9:00 AM Thurs. 1:00 PM – 2:00 PM
8	San Pedro MHC150 W. 7th St. San Pedro, CA 90731 Phone: (310) 519-6100 Fax: (310) 732-5809	Thurs. 9:30 AM – 12:40 PM
8	South Bay MHS 2311 W. El Segundo Blvd. Hawthorne, CA 90250 Phone: (323) 241-6730 Fax: (323) 756-1163	Wed. 8:00 AM – 9:30 PM

CONTRACTOR'S EEO CERTIFICATION

Primex Clinical Laboratories, Inc.

Contractor Name

16742 Stagg Street, Suite #120, Van Nuys, CA 91406

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 <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 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 <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

COUNTY'S ADMINISTRATIONCONTRACT NO. TBD**COUNTY PROJECT DIRECTOR:**Name: David Ruskin M.D.Title: Chief of PsychiatryAddress: 550 South Vermont Avenue 12th floor, Los Angeles, CA 90020Telephone: 213-351-1924Facsimile: 213-738-3116E-Mail Address: druskin@dmh.lacounty.gov**COUNTY PROJECT MANAGER:**Name: Susana Sou Pharm.D., MHA, BCPSTitle: Chief of Pharmacy and LaboratoryAddress: 550 South Vermont Avenue 9th Floor, Room 903, Los Angeles, CA 90020Telephone: 213-738-4725 (Office) / 213-808-7136 (Work cell)Facsimile: 213-738-3116E-Mail Address: sksou@dmh.lacounty.gov**COUNTY CONTRACT PROJECT MONITOR:**Name: Joshua Severe, MSWTitle: Management AnalystAddress: 550 South Vermont Avenue 10th Floor, Los Angeles, CA 90020Telephone: 213-220-1942 (Work Cell and preferred number) / 213-639-6326 (Office)Facsimile: 213-738-3116E-Mail Address: jsevere@dmh.lacounty.gov

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME:** Primex Clinical Laboratories, Inc.**CONTRACT NO:** TBD**CLINICAL LABORATORY MANAGER:** Michael HughesName: Michael HughesTitle: Director of Business DevelopmentAddress: 16742 Stagg St. #120Van Nuys, CA 91406Telephone: Tel 1.818.779.0496 ext. 213 | Cell 1.805.402.3021Facsimile: Fax1.818.779.0674E-Mail Address: mhughes@primexlab.com**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**Name: Oshin HarootonianTitle: President and Chief Executive OfficerAddress: 16742 Stagg St. #120Van Nuys, CA 91406Telephone: Tel 1.818.779.0496Facsimile: Fax1.818.779.0674E-Mail Address: Oshin@primexlab.comName: Erik Avaniss-Aghajani, Ph.D.Title: Vice PresidentAddress: 16742 Stagg St. #120Van Nuys, CA 91406Telephone: Tel 1.818.779.0496Facsimile: Fax1.818.779.0674E-Mail Address: Erik@primexlab.com**Notices to Contractor shall be sent to the following:**Name: Oshin HarootonianTitle: President and Chief Executive OfficerAddress: 16742 Stagg St. #120Van Nuys, CA 91406Telephone: Tel 1.818.779.0496Facsimile: Fax1.818.779.0674E-Mail Address: Oshin@primexlab.com

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

F1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

AND

F2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT

F3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: Authorized signatory must sign at time of contract execution. For employee(s) and non-employee(s), Contractor shall make available within three (3) business days upon DMH request)

CONTRACTOR NAME: Primex Clinical Laboratories, Inc.

Contract No. TBD

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, 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 contract.

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: Authorized signatory must sign at time of contract execution. For employee(s) and non-employee(s), Contractor shall make available within three (3) business days upon DMH request)

CONTRACTOR NAME: Primex Clinical Laboratories, Inc.

Contract No. TBD

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: Authorized signatory must sign at time of contract execution. For employee(s) and non-employee(s), Contractor shall make available within three (3) business days upon DMH request)

CONTRACTOR NAME: Primex Clinical Laboratories, Inc.

Contract No. TBD

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

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-1100 or a successor provision.

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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)

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

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

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

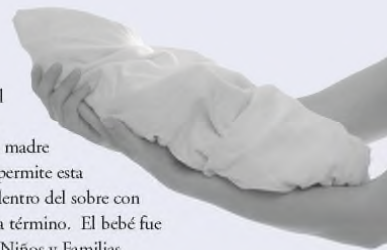
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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



**BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE
PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)**

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.
- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.

- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the

information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.

- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.

- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
 - 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
 - 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
 - 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.
 - 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.
- 3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**
- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
 - 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
 - 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.
- 4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION**
- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
 - 4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. **REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION**

- 5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.
- 5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.
- 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
- 5.1.3 Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
- 5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:
- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
 - (b) The number of Individuals whose Protected Health Information is involved;
 - (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home

address, account number, diagnosis, disability code or other types of information were involved);

- (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **Chief Privacy Officer at: Chief Privacy Officer, Kenneth Hahn Hall of Administration, 500 West Temple Street, Suite 525, Los Angeles, California 90012, HIPAA@auditor.lacounty.gov**, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

- 5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.
- 5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.
- 5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.
- 5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

- 6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.
- 6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.

- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:

- (a) The date of the Disclosure;
- (b) The name, and address if known, of the entity or person who received the Protected Health Information;
- (c) A brief description of the Protected Health Information Disclosed; and
- (d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

- 11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.
- 11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

- 12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

- 13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
- (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
- (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and

- (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- 13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.
- 13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

- 14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, 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, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.
- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

- 15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.
- 15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.
- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.
- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate

determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.

- 18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.
- 18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.
- 18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

- 19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.
- 19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.
- 19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.
- 19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its

responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.

- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

CHARITABLE CONTRIBUTIONS CERTIFICATION

Primex Clinical Laboratories, Inc.

Company Name

16742 Stagg Street, Suite #120, Van Nuys, CA 91406

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.

- 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 Contractor 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

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

Signature

Date

Name and Title of Signer (please print)

Protection of Electronic County PI, PHI and MI

Data Encryption

Contractor and Subcontractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below. PI is defined in California Civil Code Section 1798.29(g). PHI is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations. MI is defined in California Civil Code Section 56.05(j).

1. Stored Data

Contractors' and Subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management — Part 1: General (Revision 3); (c) NIST Special Publication 800-57.

Recommendation for Key Management — Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

2. Transmitted Data

All transmitted (e.g. network) County P1, PHI and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Recommendation for Key Management — Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

3. Certification

The County must receive within ten (10) business days of its request, a certification from Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption product(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Exhibit (Data Encryption) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

4. Compliance

The Contractor shall provide information about its encryption practices by completing Exhibit L "Contractor's Compliance with Encryption Requirements" questionnaire. By submitting, Contractor certifies that it will be in compliance with Los Angeles County Board of Supervisors Policy 5.200, Contractor Protection of Electronic County Information, at the commencement of any contract and during the term of any contract that may be awarded pursuant to this solicitation. The completed forms must be returned to DMH DISO within ten (10) business days to certify compliance.

LACDMH CONTRACTOR'S COMPLIANCE WITH ENCRYPTION REQUIREMENTS EXHIBIT

Agency Name: Primex Clinical Laboratories, Inc.

Contractor shall provide information about its encryption practices by completing this Exhibit. By submitting this Exhibit, Contractor certifies that it will be in compliance with Los Angeles County Board of Supervisors Policy 5.200, Contractor Protection of Electronic County Information, at the commencement of any contract and during the term of any contract that may be awarded pursuant to this solicitation.

COMPLIANCE QUESTIONS

				DOCUMENTATION AVAILABLE	
	YES	NO	N/A	YES	NO
1 Will County data stored on your workstation(s) be encrypted? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2 Will County data stored on your laptop(s) be encrypted? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3 Will County data stored on removable media be encrypted? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4 Will County data be encrypted when transported? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5 Will Agency maintain a copy of any validation / attestation reports generated by its encryption <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6 Will County data be stored on remote servers*? <small>*Cloud storage, Software-as-a-Service or SaaS</small> <i>Please provide public URL and hosting information for the server.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Authorized Signatory Name (Print)

Authorized Signatory Official Title

Authorized Signatory Signature

Date

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

This Exhibit (Information Security and Privacy Requirements) sets forth information security procedures to be established by Contractor and maintained throughout the term of the Purchase Order. These procedures are in addition to the requirements of the Purchase Order between the Parties. They present a minimum standard only. It is Contractor's sole obligation to: (i) implement appropriate administrative, physical and technical measures to secure its systems and data to protect and ensure the privacy, confidentiality, integrity and availability of County Data (consisting of but not limited to County Confidential Information, Personally Identifiable Information, and Protected Health Information) against internal and external threats, vulnerabilities and risks; and (ii) continuously review and revise those measures to address ongoing threats, vulnerabilities and risks. Failure to comply with the minimum standards set forth in this Exhibit __ (Information Security and Privacy Requirements) will constitute a material, non-curable breach of the Purchase Order by Contractor, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Purchase Order, to immediately terminate the Purchase Order.

1. **Security Policy.** Contractor shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards and procedures (collectively "**Information Security Policy**"). The Information Security Policy will be communicated to all Contractor personnel, agents and subcontractors in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks.
2. **Personnel and Contractor Protections.** Contractor shall screen and conduct background checks on all Contractor personnel exposed to County Confidential Information and require all employees and contractors to sign an appropriate written confidentiality/non-disclosure agreement. All agreements with third-parties involving access to Contractor's systems and data, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), shall specifically address security risks, controls, and procedures for information systems. Contractor shall supply each of its Contractor personnel with appropriate, ongoing training regarding information security procedures, risks, vulnerabilities and threats. Contractor shall have an established set of procedures to ensure Contractor personnel promptly report actual and/or suspected breaches of security.
3. **Removable Media.** Except in the context of Contractor's routine back-ups or as otherwise specifically authorized by County in writing, Contractor shall institute strict administrative, physical and logical security controls to prevent transfer of County information to any form of Removable Media. For purposes of this Exhibit (Information Security and Privacy Requirements), "**Removable Media**" means portable or removable hard disks, floppy disks, USB memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g., Secure Digital (SD), Memory Sticks (MS), CompactFlash (CF), Smart Media (SM), Multimedia Card (MMC), and xD-Picture Card (xD)), magnetic tape, and all other removable data storage media.
4. **Storage, Transmission, and Destruction of Personally Identifiable Information and Protected Health Information.** All Personally Identifiable Information and Protected Health Information

shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals in accordance with HIPAA, as amended and supplemented by the HITECH Act and the California Civil Code section 1798 et seq. Without limiting the generality of the foregoing, Contractor shall encrypt (i.e., National Institute of Standards and Technology (NIST) Special Publication (SP) 800-111 Guide to Storage Encryption Technologies for End User Devices¹) all Personally Identifiable Information and electronic Protected Health Information (stored and during transmission) in accordance with HIPAA and the HITECH Act, as implemented by the U.S. Department of Health and Human Services. If Personally Identifiable Information and Protected Health Information is no longer required to be retained by Contractor under the Agreement and applicable law, Contractor shall destroy such Personally Identifiable Information and Protected Health Information by: (a) shredding or otherwise destroying paper, film, or other hard copy media so that the Personally Identifiable Information and Protected Health Information cannot be read or otherwise cannot be reconstructed; and (b) clearing, purging, or destroying electronic media containing Personally Identifiable Information and Protected Health Information consistent with National Institute of Standards and Technology (NIST) Special Publication (SP) 800-88, Guidelines for Media Sanitization² and US Department of Defense (DOD) 5220.22-M data sanitization and clearing directive³ such that the Personally Identifiable Information and Protected Health Information cannot be retrieved.

5. **Data Control, Media Disposal and Servicing.** Subject to and without limiting the requirements under Section 4 (Storage, Transmission and Destruction of Personally Identifiable Information and Protected Health Information), County Data (i) may only be made available and accessible to those parties explicitly authorized under the Agreement or otherwise expressly Approved by County in writing; (ii) if transferred across the Internet, any wireless network (e.g., cellular, 802.11x, or similar technology), or other public or shared networks, must be protected using industry standard encryption technology in accordance with the NIST SP 800-52 Guidelines for the Selection and use of Transport Layer Security Implementations⁴; and (iii) if transferred using Removable Media (as defined above) must be sent via a bonded courier or protected using industry standard encryption technology in accordance with NIST SP 800-111 Guide to Storage Encryption Technologies for End User Devices⁵. The foregoing requirements shall apply to back-up data stored by Contractor at off-site facilities. In the event any hardware, storage media, or Removable Media must be disposed of or sent off-site for servicing, Contractor shall ensure all County Confidential Information, including Personally Identifiable Information and Protected Health Information, has been cleared, purged, or scrubbed from such hardware and/or media using industry best practices in accordance with NIST SP 800-88, Guidelines for Media Sanitization⁶).
6. **Hardware Return.** Upon termination or expiration of the Agreement or at any time upon County's request, Contractor will return all hardware, if any, provided by County containing Personally Identifiable Information, Protected Health Information, or County Confidential Information to County. The Personally Identifiable Information, Protected Health Information, and County Confidential Information shall not be removed or altered in any way. The hardware

¹ Available at <http://www.csrc.nist.gov/>

² Available at <http://www.csrc.nist.gov/>

³ Available at <http://www.dtic.mil/whs/directives/corres/pdf/522022MSup1.pdf>

⁴ Available at <http://www.csrc.nist.gov/>

⁵ Available at <http://www.csrc.nist.gov/>

⁶ Available at <http://www.csrc.nist.gov/>

should be physically sealed and returned via a bonded courier or as otherwise directed by County. In the event the hardware containing County Confidential Information or Personally Identifiable Information is owned by Contractor or a third-party, a notarized statement, detailing the destruction method used and the data sets involved, the date of destruction, and the company or individual who performed the destruction will be sent to a designated County security representative within fifteen (15) days of termination or expiration of the Agreement or at any time upon County's request. Contractor's destruction or erasure of Personal Information and Protected Health Information pursuant to this Section shall be in compliance with industry Best Practices (*e.g.*, NIST Special Publication 800-88, Guidelines for Media Sanitization⁷).

7. **Physical and Environmental Security.** Contractor facilities that process County Data will be housed in secure areas and protected by perimeter security such as barrier access controls (*e.g.*, the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.
8. **Communications and Operational Management.** Contractor shall: (i) monitor and manage all of its information processing facilities, including, without limitation, implementing operational procedures, change management and incident response procedures; and (ii) deploy adequate anti-viral software and adequate back-up facilities to ensure essential business information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures will be adequately documented and designed to protect information, computer media, and data from theft and unauthorized access.
9. **Access Control.** Contractor shall implement formal procedures to control access to its systems, services, and data, including, but not limited to, user account management procedures and the following controls:
 - a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of properly configured firewalls;
 - b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization, and event logging;
 - c. Applications will include access control to limit user access to information and application system functions; and
 - d. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor shall record, review and act upon all events in accordance with incident response policies set forth below.
10. **Security Incident.** A "Security Incident" shall have the meaning given to such term in 45 C.F.R. § 164.304.
 - a. Contractor will promptly notify (but in no event more than twenty-four (24) hours after the detection of a Security Incident) the designated County security contact by

⁷ Available at <http://www.csrc.nist.gov/>

telephone and subsequently via written letter of any potential or actual security attacks or Security Incidents.

- b. The notice shall include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence. A Security Incident includes instances in which internal personnel access systems in excess of their user rights or use the systems inappropriately.
 - c. Contractor will provide a monthly report of all Security Incidents noting the actions taken. This will be provided via a written letter to the County security representative on or before the first (1st) week of each calendar month. County or its third-party designee may, but is not obligated, perform audits and security tests of Contractor's environment that may include, but are not limited to, interviews of relevant personnel, review of policies, procedures and guidelines, and other documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Data.
 - d. In the event County desires to conduct an unannounced penetration test, County shall provide contemporaneous notice to Contractor's Vice President of Audit, or such equivalent position. Any of County's regulators shall have the same right upon request. Contractor shall provide all information reasonably requested by County in connection with any such audits and shall provide reasonable access and assistance to County or its regulators upon request. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes. County reserves the right to view, upon request, any original security reports that Contractor has undertaken on its behalf to assess Contractor's own network security. If requested, copies of these reports will be sent via bonded courier to the County security contact. Contractor will notify County of any new assessments.
11. **Contractor Self Audit.** Contractor will provide to County a summary of: (1) the results of any security audits, security reviews, or other relevant audits listed below, conducted by Contractor or a third-party as applicable; and (2) the corrective actions or modifications, if any, Contractor will implement in response to such audits.

Relevant audits conducted by Contractor as of the Effective Date include:

- a. ISO 27001:2013 (Information Security Management) or FDA's Quality System Regulation, etc. – Contractor-Wide. A full recertification is conducted every three (3) years with surveillance audits annually.
 - i. **External Audit** – Audit conducted by non-Contractor personnel, to assess Contractor's level of compliance to applicable regulations, standards, and contractual requirements.
 - ii. **Internal Audit** – Audit conducted by qualified Contractor Personnel (or contracted designee) not responsible for the area of review, of Contractor organizations, operations, processes, and procedures, to assess compliance to

and effectiveness of Contractor's Quality System ("CQS") in support of applicable regulations, standards, and requirements.

- iii. **Supplier Audit** – Quality audit conducted by qualified Contractor Personnel (or contracted designee) of product and service suppliers contracted by Contractor for internal or Contractor client use.
 - iv. **Detailed findings**- are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above and the ISO certificate is published on Contractor's website.
- b. SSAE-16 (formerly known as SAS -70 II) – As to the Hosting Services only:
- i. Audit spans a full twelve (12) months of operation and is produced every six (6) months (end of June, end of December) to keep it "fresh".
 - ii. The resulting detailed report is available to County.

Detailed findings are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above.

12. **Security Audits.** In addition to the audits described in Section 10 (Contractor Self Audit), during the term of the Agreement, County or its third-party designee may annually, or more frequently as agreed in writing by the Parties, request a security audit (e.g., attestation of security controls) of Contractor's data center and systems. The audit will take place at a time mutually agreed to by the Parties, but in no event on a date more than ninety (90) days from the date of the request by County. County's request for security audit will specify the areas (e.g., Administrative, Physical and Technical) that are subject to the audit and may include but not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal vulnerability scans, penetration tests results, evidence of code reviews, and evidence of system configuration and audit log reviews. County shall pay for all third-party costs associated with the audit. It is understood that summary data of the results may filtered to remove the specific information of other Contractor customers such as IP address, server names, and others. Contractor shall cooperate with County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. Any of the County's regulators shall have the same right upon request, to request an audit as described above. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.



COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
 CHIEF INFORMATION OFFICE BUREAU
 Information Security Division

CONFIDENTIALITY OATH
Non-LAC-DMH Workforce Members

(Note: Authorized signatory must sign at time of contract execution. For employee(s) and non-employee(s), Contractor shall make available within three (3) business days upon LACDMH request)

The intent of this Confidentiality Form is to ensure that all County Departments, Contractors, LAC-DMH Non-Governmental Agencies (NGA), Fee-For-Service Hospital (FFS1), Fee-For-Service Outpatient (FFS2) and Pharmacy users are aware of their responsibilities and accountability to protect the confidentiality of clients' sensitive information viewed, maintained and/or accessed by any DMH on-line systems.

Further, the Department's Medi-Cal and MEDS access policy has been established in accordance with Federal and State laws governing confidentiality.

The California Welfare and Institutions (W&I) Code, Section 14100.2, cites the information to be regarded confidential. This information includes applicant/beneficiary names, addresses, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data. (See also 22 California Code of Regulations (C.C.R.), Sections 50111 and 51009)

The Medi-Cal Eligibility Manual, Section 2-H, titled "Confidentiality of Medi-Cal Case Records," referring to Section 14100.2, a, b, f, and h, W&I Code, provides in part that:

- “(a) All types of information, whether written or oral, concerning a person, made or kept by any public office or agency in connection with the administration of any provision of this chapter *... shall be confidential, and shall not be open to examination other than for purposes directly connected with administration of the Medi-Cal program.”
- “(b) Except as provided in this section and to the extent permitted by Federal Law or regulation, all information about applicants and recipients as provided for in subdivision (a) to be safeguarded includes, but is not limited to, names and addresses, medical services provided, social and economic conditions or circumstances, agency evaluation or personal information, and medical data, including diagnosis and past history of disease or disability.”
- “(f) The State Department of Health Services may make rules and regulations governing the custody, use and preservation of all records, papers, files, and communications pertaining to the administration of the laws relating to the Medi-Cal program **”
- “(h) Any person who knowingly releases or possesses confidential information concerning persons who have applied for or who have been granted any form of Medi-Cal benefits ***... for which State or Federal funds are made available in violation of this section is guilty of a misdemeanor.”

*** The State of California's Statute for Medicaid Confidentiality can be found at the following web address: <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/Medicaidstatute.aspx>

The signed copy of this agreement must be maintained by DMH Facilitators

Please read the agreement and take due time to consider it prior to signing.

I understand that County Departments, Contractors, LAC-DMH Non-Governmental Agencies (NGA), Fee-For-Service Hospital (FFS1), Fee-For-Service Outpatient (FFS2) and Pharmacy users are prohibited from sharing their unique Logon I.D. and password with co-worker or other agencies.

Further, I understand that data browsing is strictly prohibited and my access to information is restricted to the minimum necessary required to carry out my job responsibilities.

Further, I understand that County Departments, Contractors, LAC-DMH Non-Governmental Agencies (NGA), Fee-For-Service Hospital (FFS1), Fee-For-Service Outpatient (FFS2) and Pharmacy users are prohibited from obtaining, releasing, or using confidential client information from case records or computer records for purposes not specifically related to the administration of services and authorized by the California Welfare and Institutions Code (Section 14100.2).

Further, I understand the violation of the confidentiality of records or of these policies which are made for protection of the confidentiality of such records, may cause:

1. A civil action under the provision of the Welfare and Institutions Code 5330 Sections:
 - a) Any person may bring an action against an individual who has willfully and knowingly released confidential information or records concerning him or her in violation of this chapter, or of Chapter 1 (commencing with Section 11860) of Part 3 of Division 10.5 of the Health and Safety Code, for the greater of the following amounts:
 1. Ten thousand Dollars (\$10,000)
 2. Three times the amount of actual damages, if any sustained by the plaintiff.
 - b) Any person may bring an action against an individual who has negligently released confidential information or records concerning him or her in violation of this chapter, or of Chapter 1 (commencing with Section 11860) of Part 3 of Division 10.5 of the Health and Safety Code, for both of the following:
 1. One thousand dollars (\$1,000) In order to recover under this paragraph, it shall not be a prerequisite that the plaintiff suffer or be threatened with actual damages.
 2. The amount of actual damages, if any, sustained by the plaintiff
 - c) Any person may, in accordance with Chapter 3(commencing with Section 525) of Title 7 of Part 2 of the Code of Civil Procedure, bring an action to enjoin the release of confidential information or records in violation of this chapter, and may in the same action seek damages as provided in this section.
 - d) In addition to the amounts specified in subdivisions (a) and (b), the plaintiff shall recover court costs and reasonable attorney's fees as determined by the court.
2. Disciplinary action including suspension or termination of employment.

Further, I understand that the County will not provide legal protection if violations of these policies or procedures occur.

I hereby certify that I have read this form and I have knowledge of the requirements of State and Federal confidentiality laws and will comply with all applicable provisions of same.

I, the undersigned, hereby agree not to divulge any information or records concerning any client except in accordance with W&I Code, Section 5328 et seq. and the Health Insurance Portability and Accountability Act of 1996 (HIPAA). I acknowledge that the unauthorized release of confidential information as described in this document may result in disciplinary action up to and including termination of any office of employment. I further agree I have read as described in this document that a person may make me subject to a civil action under the provisions of the W&I Code for the unauthorized release of confidential information.

User's Name: _____

Print Signature Date

Phone #: () _____ Ext: _____

Clinical Laboratory Services

Contract #: _____ **Provider Name: Primex Clinical Laboratories, Inc.**

Address: 16742 Stagg Street, Suite #120 Van Nuys, CA 91406

**COUNTY OF LOS ANGELES
AGREEMENT FOR ACCEPTABLE USE
AND**

**CONFIDENTIALITY OF
COUNTY INFORMATION TECHNOLOGY RESOURCES**

(Note: Authorized signatory must sign at time of contract execution. For employee(s) and non-employee(s), Contractor shall make available within three (3) business days upon LACDMH request)

ANNUAL

As a County of Los Angeles (County) employee, contractor, subcontractor, volunteer, or other authorized user of County information technology (IT) resources, I understand that I occupy a position of trust. Furthermore, I shall use County IT resources in accordance with my Department's policies, standards, and procedures. I understand that County IT resources shall not be used for:

- For any unlawful purpose;
- For any purpose detrimental to the County or its interests;
- For personal financial gain;
- In any way that undermines or interferes with access to or use of County IT resources for official County purposes;
- In any way that hinders productivity, efficiency, customer service, or interferes with a County IT user's performance of his/her official job duties;

I shall maintain the confidentiality of County IT resources (e.g., business information, personal information, and confidential information).

This Agreement is required by Board of Supervisors Policy No. 6.101 – Use of County Information Technology Resources, which may be consulted directly at website <http://countypolicy.co.la.ca.us/6.101.htm>.

As used in this Agreement, the term "County IT resources" includes, without limitation, computers, systems, networks, software, and data, documentation and other information, owned, leased, managed, operated, or maintained by, or in the custody of, the County or non-County entities for County purposes. The definitions of the terms "County IT resources", "County IT user", "County IT security incident", "County Department", and "computing devices" are fully set forth in Board of Supervisors Policy No. 6.100 – Information Technology and Security Policy, which may be consulted directly at website <http://countypolicy.co.la.ca.us/6.100.htm>. The terms "personal information" and "confidential information" shall have the same meanings as set forth in Board of Supervisors Policy No. 3.040 – General Records Retention and Protection of Records Containing Personal and Confidential Information, which may be consulted directly at website <http://countypolicy.co.la.ca.us/3.040.htm>.

As a County IT user, I agree to the following:

1. Computer crimes: I am aware of California Penal Code Section 502(c) – Comprehensive Computer Data Access and Fraud Act (set forth, in part, below). I shall immediately report to my management any suspected misuse or crimes relating to County IT resources or otherwise.
2. No Expectation of Privacy: I do not expect any right to privacy concerning my activities related to County IT resources, including, without limitation, in anything I create, store, send, or receive using County IT resources. I understand that having no expectation to

any right to privacy includes, for example, that my access and use of County IT resources may be monitored or investigated by authorized persons at any time, without notice or consent.

3. Activities related to County IT resources: I understand that my activities related to County IT resources (e.g., email, instant messaging, blogs, electronic files, County Internet services, and County systems) may be logged/stored, may be a public record, and are subject to audit and review, including, without limitation, periodic monitoring and/or investigation, by authorized persons at any time. I shall not either intentionally, or through negligence, damage, interfere with the operation of County IT resources. I shall neither, prevent authorized access, nor enable unauthorized access to County IT resources responsibly, professionally, ethically, and lawfully.
4. County IT security incident reporting: I shall notify the County Department's Help Desk and/or Departmental Information Security Officer (DISO) as soon as a County IT security incident is suspected.
5. Security access controls: I shall not subvert or bypass any security measure or system which has been implemented to control or restrict access to County IT resources and any related restricted work areas and facilities. I shall not share my computer identification codes and other authentication mechanisms (e.g., logon identification (ID), computer access codes, account codes, passwords, SecurID cards/tokens, biometric logons, and smartcards).
6. Passwords: I shall not keep or maintain any unsecured record of my password(s) to access County IT resources, whether on paper, in an electronic file, or otherwise. I shall comply with all County and County Department policies relating to passwords. I shall immediately report to my management any compromise or suspected compromise of my password(s) and have the password(s) changed immediately.
7. Business purposes: I shall use County IT resources in accordance with my Department's policies, standards, and procedures.
8. Confidentiality: I shall not send, disseminate, or otherwise expose or disclose to any person or organization, any personal and/or confidential information, unless specifically authorized to do so by County management. This includes, without limitation information that is subject to Health Insurance Portability and Accountability Act of 1996, Health Information Technology for Economic and Clinical Health Act of 2009, or any other confidentiality or privacy legislation.
9. Computer virus and other malicious devices: I shall not intentionally introduce any malicious device (e.g., computer virus, spyware, worm, key logger, or malicious code), into any County IT resources. I shall not use County IT resources to intentionally introduce any malicious device into any County IT resources or any non-County IT systems or networks. I shall not disable, modify, or delete computer security software (e.g., antivirus software, antispymware software, firewall software, and host intrusion prevention software) on County IT resources. I shall notify the County Department's Help Desk and/or DISO as soon as any item of County IT resources is suspected of being compromised by a malicious device.

10. Offensive materials: I shall not access, create, or distribute (e.g., via email) any offensive materials (e.g., text or images which are sexually explicit, racial, harmful, or insensitive) on County IT resources (e.g., over County-owned, leased, managed, operated, or maintained local or wide area networks; over the Internet; and over private networks), unless authorized to do so as a part of my assigned job duties (e.g., law enforcement). I shall report to my management any offensive materials observed or received by me on County IT resources.
11. Internet: I understand that the Internet is public and uncensored and contains many sites that may be considered offensive in both text and images. I shall use County Internet services in accordance with my Department's policies and procedures. I understand that my use of the County Internet services may be logged/stored, may be a public record, and are subject to audit and review, including, without limitation, periodic monitoring and/or investigation, by authorized persons at any time. I shall comply with all County Internet use policies, standards, and procedures. I understand that County Internet services may be filtered, but in my use of them, I may be exposed to offensive materials. I agree to hold County harmless from and against any and all liability and expense should I be inadvertently exposed to such offensive materials.
12. Electronic Communications: I understand that County electronic communications (e.g., email, text messages, etc.) created, sent, and/or stored using County electronic communications systems/applications/services are the property of the County. All such electronic communications may be logged/stored, may be a public record, and are subject to audit and review, including, without limitation, periodic monitoring and/or investigation, by authorized persons at any time, without notice or consent. I shall comply with all County electronic communications use policies and use proper business etiquette when communicating over County electronic communications systems/applications/services.
13. Public forums: I shall only use County IT resources to create, exchange, publish, distribute, or disclose in public forums (e.g., blog postings, bulletin boards, chat rooms, Twitter, Facebook, MySpace, and other social networking services) any information (e.g., personal information, confidential information, political lobbying, religious promotion, and opinions) in accordance with Department's policies, standards, and procedures.
14. Internet storage sites: I shall not store County information (i.e., personal, confidential (e.g., social security number, medical record), or otherwise sensitive (e.g., legislative data)) on any Internet storage site in accordance with Department's policies, standards, and procedures.
15. Copyrighted and other proprietary materials: I shall not copy or otherwise use any copyrighted or other proprietary County IT resources (e.g., licensed software and documentation, and data), except as permitted by the applicable license agreement and approved by designated County Department management. I shall not use County IT resources to infringe on copyrighted material.
16. Compliance with County ordinances, rules, regulations, policies, procedures, guidelines, directives, and agreements: I shall comply with all applicable County ordinances, rules, regulations, policies, procedures, guidelines, directives, and agreements relating to County IT resources. These include, without limitation, Board of Supervisors Policy No. 6.100 – Information Technology and Security Policy, Board of Supervisors Policy No.

6.101 – Use of County Information Technology Resources, and Board of Supervisors Policy No. 3.040 – General Records Retention and Protection of Records Containing Personal and Confidential Information.

17. Disciplinary action and other actions and penalties for non-compliance: I understand that my non-compliance with any provision of this Agreement may result in disciplinary action and other actions (e.g., suspension, discharge, denial of access, and termination of contracts) as well as both civil and criminal penalties and that County may seek all possible legal redress.

CALIFORNIA PENAL CODE SECTION 502(c)
"COMPREHENSIVE COMPUTER DATA ACCESS AND FRAUD ACT"

Below is a section of the "Comprehensive Computer Data Access and Fraud Act" as it pertains specifically to this Agreement. California Penal Code Section 502(c) is incorporated in its entirety into this Agreement by reference, and all provisions of Penal Code Section 502(c) shall apply. For a complete copy, consult the Penal Code directly at website www.leginfo.ca.gov/.

502(c) Any person who commits any of the following acts is guilty of a public offense:

- (1) Knowingly accesses and without permission alters, damages, deletes, destroys, or otherwise uses any data, computer, computer system, or computer network in order to either (A) devise or execute any scheme or artifice to defraud, deceive, or extort, or (B) wrongfully control or obtain money, property, or data.
- (2) Knowingly accesses and without permission takes, copies, or makes use of any data from a computer, computer system, or computer network, or takes or copies any supporting documentation, whether existing or residing internal or external to a computer, computer system, or computer network.
- (3) Knowingly and without permission uses or causes to be used computer services.
- (4) Knowingly accesses and without permission adds, alters, damages, deletes, or destroys any data, computer software, or computer programs which reside or exist internal or external to a computer, computer system, or computer network.
- (5) Knowingly and without permission disrupts or causes the disruption of computer services or denies or causes the denial of computer services to an authorized user of a computer, computer system, or computer network.
- (6) Knowingly and without permission provides or assists in providing a means of accessing a computer, computer system, or computer network in violation of this section.
- (7) Knowingly and without permission accesses or causes to be accessed any computer, computer system, or computer network.

- (8) Knowingly introduces any computer contaminant into any computer, computer system, or computer network.
- (9) Knowingly and without permission uses the Internet domain name of another individual, corporation, or entity in connection with the sending of one or more electronic mail messages, and thereby damages or causes damage to a computer, computer system, or computer network.

I HAVE READ AND UNDERSTAND THE ABOVE AGREEMENT:

County IT User's Name

County IT User's Signature

County IT User's Employee/ID Number

Date

Manager's Name

Manager's Signature

Manager's Title

Date

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with the Contract Paragraph 9.25 (CONTRACTOR’S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM):

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

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

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

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

Name of authorized official (Official Name) _____
Please print name

Signature of authorized official _____ Date _____