Revision to ASR and/or Exhibits/Attachments

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CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

Date: July 9, 2009

To: Darlene J. Bloom, Clerk of the Board of Supervisors

CC: County Executive Office

From: Dave Riley, Interim Director, Health Care Agency

RE: Agenda Item(s) # 11 for the 7/21/2009 Board Meeting

ASR Control #(s): 09-000503

Subject: Price Agreement for Phlebotomy and Various Lab Services

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Explanation:

The Health Care Agency requests to revise the Recommended Action and replace Attachment for ASR 09-000503 to indicate new contract term dates.

☒ Revised Recommended Action(s)

Approve the selection of, and authorize the Purchasing Agent or designee to execute the Price Agreement N1000010857 with, the Regents of the University of California, a Constitutional Corporation, on behalf of the UC Irvine Pathology Services for phlebotomy and various laboratory services in support of the Health Care Agency's programs, effective August 1, 2009 through June 30, 2010 in the amount not to exceed $950,000, and renew the Price Agreement for four one-year periods under the same terms and conditions and scope of work, per Board policy.

☐ Make modifications to the:

☐ Subject ☐ Background Information ☐ Summary

☒ Revised Exhibits/Attachments (attached)

Attachment A. Price Agreement N1000010857 with The Regents of the University of California, a Constitutional Corporation, on behalf of UC Irvine Pathology Services

Revise contract term dates on page 7 to read August 1, 2009 through June 30, 2010.

☐ Additional Information and/or Correspondence (attached)

CONTRACT N1000010857

FOR

PHLEBOTOMY AND LABORATORY TESTING SERVICES

BETWEEN

THE COUNTY OF ORANGE HEALTH CARE AGENCY

AND

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, A CONSTITUTIONAL CORPORATION, ON BEHALF OF UC IRVINE PATHOLOGY SERVICES

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CONTRACT NO. N1000010857

PHLEBOTOMY AND LABORATORY TESTING SERVICES

This Contract Number N1000010857, (hereinafter "Contract") is made and entered into this 1st day of August 1, 2009 or upon execution of all necessary signatures between The Regents of the University of California, a Constitutional Corporation, on behalf of UC Irvine Pathology Services (hereinafter "Contractor"), with a place of business at 101 City Drive S., Lab Rte. 38, Orange, CA, 92868, and the County of Orange (hereinafter "County"), a political subdivision of the State of California, with a place of business at 511 N. Sycamore St., Santa Ana, CA, 92701, which are sometimes individually referred to as "party", or collectively referred to as "parties".

RECITALS

WHEREAS, the County issued a Request for Proposals (RFP) for the provisions of phlebotomy and laboratory testing services; and

WHEREAS, the Contractor responded to the RFP solicitation offering the complete Scope of Work with responsive and favorable terms and conditions to the County and having so represented that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

WHEREAS, the County of Orange Board of Supervisors has authorized the Purchasing Agent or designee to enter into Contract with Contractor for obtaining said services; and

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLES

GENERAL TERMS AND CONDITIONS

A. **Governing Law and Venue:** This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

B. **Entire Contract:** This Contract, and its Attachments, when accepted by the Contractor either in writing or by commencement of performance hereunder, contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee, hereinafter "Purchasing Agent."

C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.

E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed Scope of Work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Overshipments and undershipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.

F. **Representation:** Contractor expressly represents that the goods/services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended.

G. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "O" below, it shall indemnify, defend and hold County and County indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.

H. **Assignment or Sub-Contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-contracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

I. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.

J. **Termination:** Either party may terminate this Contract, without cause, upon thirty (30) days written notice given to the other party. Either party may terminate this Contract upon ten (10) days written notice if the other party fails to perform (or breaches) any of the terms of this Contract. The breaching party may be allowed up to thirty (30) days for corrective action.

K. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

L. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of

certain remedies in this Contract does not preclude resort by either party to any other remedies provided by law.

M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.

N. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefor; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.

O. **Indemnification and Insurance:**

Indemnification Provisions: Contractor shall indemnify, defend with counsel approved in writing by County, which approval shall not be unreasonably withheld, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which County's Board of Supervisors acts as the governing Board ("County indemnitees") harmless from and against all liability, loss, expense, or claims for injury or damages arising out of the performance of this Contract, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions including the actual or alleged sexual misconduct of Contractor, its officers, employees or agents. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County indemnities, Contractor and County agree that liability will be apportioned as determined by court. Neither party shall request a jury apportionment.

County shall indemnify, defend, and hold Contractor, its officers, employees, agents harmless from and against all liability, loss, expense, or claims for injury damages arising out of the performance of this Contract, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions including the actual or alleged sexual misconduct of County, its officers, employees or agents.

Neither termination of this Contract nor completion of the acts to be performed under this Contract shall release any party from its obligation to indemnify as to claims or cause of action asserted.

Insurance Provisions: County and Contractor represent that they are self-insured or maintain policies of insurance placed with reputable insurance companies licensed to do business in the State of California which insure the perils of bodily injury, medical, professional liability and property damage.

P. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release.

Q. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.

R. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.

S. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within thirty-six (36) hours of the start of the delay and Contractor avails itself of any available remedies.

T. **Confidentiality:** Contractor and County agree to maintain the confidentiality of all Contractor, County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, County and County staff, agents and employees to the extent permitted by law. County and Contractor understand and agree that all information in the performance of this Contract may be subject to the California Public Records Act.

U. **Compliance with Laws:** Contractor represents that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County.

V. **Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation scheduling, packaging, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.

W. **Pricing:** The Contract price shall include full compensation for providing all required goods, in accordance with required specifications, or services, as specified herein or when applicable, in the Scope of Work attached to this Contract, and no additional compensation will be allowed therefor, unless otherwise provided for in this Contract.

X. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.

Y. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

Z. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

AA. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

BB. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.

CC. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of its own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that it has not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing it, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

DD. **Authority:** The parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of its respective organization or entity, enforceable in accordance with its terms.

EE. **Employee Eligibility Verification:** The Contractor represents 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 requirement set forth in federal 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 or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., 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 the law. The Contractor shall indemnify, defend with counsel approved in writing by County, 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.

ADDITIONAL TERMS AND CONDITIONS

1. **Scope of Contract:** This Contract, together with its Attachments attached hereto and incorporated herein by reference, specifies the contractual terms and conditions by which County will procure and receive services from Contractor.

   The detailed Scope of Work (SOW) is fully set forth and incorporated herein as Attachment A.

2. **Term of Contract:** This Contract shall be in effect from August 1, 2009, through and including June 30, 2010, renewable for four (4) additional one-year periods upon mutual concurrence by the parties. This Contract shall be in effect for the time period specified, unless this Contract is earlier terminated by the parties in accordance with Articles 5, 6, and 7.

3. **Precedence:** The Contract documents consist of this Contract, and its Attachments. In the event of a conflict between the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the Attachments.

4. **Pricing Structure:** The Contractor agrees that no price/fee increases shall be passed along to the County during the term of this Contract. Contractor may discount said prices anytime during the term of the Contract.

5. **Subject to Fiscal Appropriations:** This Contract is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each

6. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may also be contingent upon the receipt of funds from, and/or appropriation of funds by, the State of California to County. If such funding and/or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

7. **Termination – Orderly:** After receipt of a termination notice from the County, the Contractor shall submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each party will assist the other party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each party.

8. **County Project Manager:** The County shall appoint a Project Manager to act as liaison with Contractor during the term of this Contract. The County's Project Manager shall coordinate the activities of the County staff assigned to work with the Contractor.

9. **Contractor's Project Manager:** Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. The Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager.

10. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

    a. Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;

    b. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and

    c. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

11. **Conflict of Interest:** Both parties shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the other party. This obligation shall apply to the Contractor's and County's employees, agents, and relatives; sub-tier Contractors; and third parties associated with accomplishing work and services hereunder Both parties' mutual efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the other party.

12. **Child Support Enforcement Requirements:** In order to comply with child support enforcement requirements of the County of Orange, within ten (10) days of notification of selection of award of Contract, but prior to official award of Contract, the selected Contractor hereby agrees to furnish County with the required Contractor data and certifications, Child Support Enforcement Certification Requirements. Child Support Enforcement Certification Requirements, shall include the following information:

a. In the case of an individual contractor, his/her name, date of birth, social security number, and residence address;

b. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, social security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity;

c. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and

d. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the Contractor to timely submit the data and/or certifications required may result in Contract being awarded to another contractor. In the event a Contract has been issued, failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within sixty (60) calendar days of notice from the County shall constitute grounds for termination of the Contract.

13. **Dispute Resolution**: In the event of any dispute arising out of or relating to this Contract, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. However, if the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation pursuant to the laws of the State of California.

14. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's Project Manager.

15. **Notices:** Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no

greater than five (5) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For Contractor:	Name:	The Regents of the University of California, a Constitutional Corporation, on behalf of UC Irvine Pathology Services
	Attention:	Janet B Randel, M.T. (ASCP) Manager
	Address:	101 The City Drive South, Route 38 Orange, CA, 92868
	Telephone:	(714) 456.8694
	Facsimile:	(714) 456-2200
	E-mail:	jbrandel@uci.edu
	Name:	The Regents of the University of California, a Constitutional Corporation, on behalf of UC Irvine Pathology Services
	Attention:	VP Contracting & Network Development
	Address:	333 City Blvd. West, Suite 160 Orange, CA, 92868
	Telephone:	(714) 456.8146
	Facsimile:	(714) 456-2971
For County:	Name:	County of Orange HCA/Purchasing Dept.
	Attention:	Ana Figueroa, assigned buyer
	Address:	511 North Sycamore St Santa Ana, CA 92701
	Telephone:	(714) 834-2170
	Facsimile:	(714) 834-2657
	E-mail:	afigueroa@ochca.com
CC:	Name:	County of Orange HCA/Purchasing
	Attention:	Edith Knott, County Project Manager
	Address:	511 North Sycamore St. Santa Ana, CA, 92701
	Telephone:	(714) 834-5108
	Facsimile:	(714) 834-2657
	E-mail:	eknott@ochca.com

16. **Use of Name:** Both parties agree that they will not use the name symbols, trademarks, services mark or logos of the other party. Both parties agree not to issue any news releases or information of the other party site in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval from the other party.

17. **Conflicts with Existing Law:** The Contractor and the County agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provisions shall promptly inform the other of the presumed non-

applicability of such provision. Should the offending provision go to the heart of the Contract, the Contract shall be terminated in a manner commensurate with interests of both parties to the maximum extent reasonable.

18. **Validity:** The invalidity in whole or in part of any article or provision of this Contract shall not void or affect validity of any other article or provision of this Contract.

19. **Gratuities:** The Contractor represents that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this representation, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

20. **Contractor Bankruptcy/Insolvency:** If the Contractor should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the Contractor's insolvency, the County may terminate this Contract.

21. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon the last usage. The Contractor agrees to supply services and/or commodities requested, as needed by the County, at prices listed in the Contract, regardless of quantity requested.

22. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County

23. **Cooperative Agreement:** The provisions and pricing of this Contract shall be extended to other political sub-divisions and County of Orange agencies/departments. Political sub-divisions and County of Orange agencies/departments wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. These entities will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract. The County of Orange may authorize the loading of this Contract into an electronic commerce system.

    The Contractor shall be required to maintain a list of the cooperatively participating County agencies/departments and other political sub-divisions that have used this Contract. The list shall report dollar volumes spent quarterly and annually and shall be provided on a quarterly basis to the County.

24. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom the County pays $600 or more or with whom the County enters into a contract

for $600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent contractors. An independent contractor 'is defined as "an individual who is not an employee of the government entity for California purposes and who receives compensation or executes a contract for services performed for that government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at: www.edd.ca.gov/txicr.htm.

To comply with the reporting requirements, County procedures for contracting with independent contractors mandate that the following information be completed and forwarded to the contracting agency/department immediately upon request:

First name, middle initial and last name
Social security number
Address
Start and expiration dates of Contract
Amount of Contract

25. **California Public Records Act:** Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract are subject to disclosure pursuant to the California Public Records Act, California Government Code Section 6250 *et seq.* However, if a Public Records Act request is made by a third party, County will provide Contractor with ten (10) business days' written notice prior to the release of such information or documents. Unless Contractor takes action to legally prevent such disclosure (such as obtaining a court order prohibiting the disclosure), County will be required to release the information and/or documents as legally required.

26. **Parking:** The County shall not provide free parking.

27. **Contractor Work Hours and Safety Standards:** The Contractor shall ensure compliance with all safety and hourly requirements for employees in accordance with federal, state and County safety regulations and laws.

28. **Security - Youth Detention Facilities/Sheriff's Facilities:**

Background checks:

All Contractor personnel to be employed in performance of work under this Contract shall be subject to background checks and clearance prior to working in a youth detention facility or a Sheriff's facility. The Contractor shall prepare and submit an information form to the County's Project Manager for all persons who will be working or who will need access to the facility. These information forms shall be submitted at least five (5) County working days prior to the start of work on the Contract or prior to the use of any person subsequent to the Contractor's start of work. These information forms will be provided by the County's Project Manager upon request and will be screened by the County's Probation Department and/or Sheriff's Department. These

information forms shall be thorough, accurate, and complete. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance. No person shall be employed under this Contract who has not received prior clearance from the Probation and/or Sheriff's Department. Neither the County, the Probation Department, nor the Sheriff's Department need to give a reason clearance is denied.

Performance Requirements:

All Contractor's vehicles parked on site shall be locked and thoroughly secured at all times. All tools and materials shall remain in Contractor's possession at all times and shall never be left unattended. All lost or misplaced tools or materials shall be reported immediately to the security staff or Control in youth detention facilities or to the escort or Control in the Sheriff's facilities. All materials, large or small, from removal operations or flew construction (especially those materials that could be used to inflict injury, such as nails, wire, wood, etc.) shall be continuously cleaned up as work progresses. All work areas shall be secured prior to the end of each work period. Workers shall have no contact, either verbal or physical, with inmates in the facilities.

Contractor's employees shall NOT:

a. Give names or addresses to inmates;

b. Receive any names or addresses from inmates (including materials to be passed to another individual or inmate);

c. Disclose the identity of any inmate to anyone outside the facility;

d. Give any materials to inmates; or

e. Receive any materials from inmates (including materials to be passed to another individual or inmate).

Failure to comply with these requirements is a criminal act and can result in prosecution.

Contractor's employees shall not smoke or use profanity or other inappropriate language while on site. Contractor's employees shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession. Contractor's employees shall plan their activities to minimize the number of times they must enter and exit a facility. They should transport all tools, equipment and materials needed for the day at the start of the work period and restrict all breaks to the absolute minimum.

Contractor's personnel shall:

a. Comply with the written schedule provided by the County which shall clearly show the specific start and end times for each work day;

b. Arrive at the site no more than fifteen (15) minutes prior to the scheduled time or no more than fifteen (15) minutes after the scheduled time; and

c. Report to the Control desk upon arrival at the job site.

Control will ensure that the work area is clear and ready for work to begin. If a contractor's employee is delayed or cancellation is necessary, the designated on-site coordinator or the County's Project Manager should be contacted immediately. Repeat problems will be grounds for remedial action which may include Contract termination.

(Signature Page Follows)

CONTRACT NO. N1000010857

PHLEBOTOMY AND LABORATORY TESTING SERVICES

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

The Regents of the University of California, a Constitutional Corporation, on behalf of UC Irvine Pathology Services

Date: 5/14/09

By: Susan J Kagn

Title: VP Contracting + Network Development

Contractor*

Date: _____

By: _____

Title: _____

Contractor*

*If the Contractor is a corporation, signatures of two specific corporation officers are required as set forth.

The first corporation signature must be one of the following: 1) the Chairman of the Board; 2) the President; or 3) any Vice President.

The second corporation signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer or 4) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

COUNTY OF ORANGE, a political subdivision of the State of California

Date: _____

By: _____

Title: _____

Admin Manager I

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

Date: 5-7-09

By: [signature]

Deputy County Counsel

CONTRACT NO. N1000010857

ATTACHMENT A

SCOPE OF WORK

Introduction:
The County of Orange Health Care Agency requires phlebotomy and laboratory testing services for its Public Health Services, Behavioral Health Services, and Medical and Institutional Health Services Programs. General requirements for all services as well as specific requirements for each Program are specified herein.

License and Certification:

1. Contractor shall be licensed in the State of California as a clinical laboratory, registered by CLIA, and shall be eligible to participate as a provider in (bill services to) Medi-Cal, Medicare, Cal-Optima Health Networks (including pre-authorizations), Childhood Health and Disability Prevention (CHDP), and Family PACT programs.

2. Any subcontractors proposed by Contractor shall be licensed in the State of California for appropriate clinical ancillary services or as a clinical laboratory, and shall be eligible to participate as a provider in (bill services to) Medi-Cal, Medicare, Cal-Optima Health Networks (including pre-authorizations), CHDP, and Family PACT programs.

3. Contractor and any subcontractors must be state-approved CHDP Blood Lead Laboratory Provider.

4. Clients served within the Contract may be Cal-Optima Health Networks members, and may require laboratory services and some special services within the County clinics and other County programs.

5. Clinical laboratory personnel providing services under this Contract requiring professional licensure or certification pursuant to Title 17, California Code of Regulations, Section 1029, et, seq., must hold current valid licensure or certification from the State of California Department of Public Health and meet all applicable standards for all work performed.

6. Contractor shall have available and provide a sufficient number of licensed/certified personnel to effectively service all locations and schedules specified herein, plus any additional facilities that may be added to the Contract during the Contract period.

7. Contractor is required to have and maintain during the period of the Contract all valid laboratory licenses required by the State of California and the Federal Government to operate as a licensed clinical laboratory.

General Requirements for all Programs:

1. Contractor shall pick-up County-drawn samples from the facilities Monday through Sunday on the days and times indicated in Schedule V including County holidays.

2. Contractor shall perform additional tests not described in Attachment D, Tests Fee Schedule, as requested and authorized by end user, at prices equivalent to current year Medi-Cal reimbursement rate for tests performed at Contractor's laboratory. Tests sent to reference laboratory will be billed at reference laboratory rate plus $15 handling/processing fee.

3. Contractor shall provide all necessary equipment and supplies, including but not limited to needles, blood collection tubes, and plastic needle holders for drawing, storing, and preserving samples. Endocervical brushes, 8.5 inches long, are to be used to obtain pap smear specimens.

4. Contractor shall have the capacity of keeping samples at room or refrigerated temperature as needed for appropriate transportation conditions.

5. Contractor shall provide local laboratory facilities capable of drawing blood samples from walk-in clients.

6. Contractor shall follow OSHA 1910.1030, Title 29, Code of Federal Regulations, Blood Borne Pathogens and maintain compliance with all HIPAA requirements for all work performed under this Contract.

7. Contractor shall customize test requisition forms for all tests with defined areas for test codes, and doctor unique identifiers for each County facility.

8. Contractor shall be willing to work with County to create an electronic laboratory results interface, upon mutual agreement to conditions and terms, shall the need arise for a creation of an electronic laboratory system. Each location shall have a unique billing code. Results and billing information can be accessed via this system.

9. Contractor shall provide, upon request of end users, internet-accessible and printed catalogs of tests performed by Contractor detailing CPT codes, test method specimen requirements, reference values, test schedules, and any other pertinent information. Additional tests from the test catalog may be requested on an as needed basis.

10. Contractor shall provide internet-accessible and printed complete list of send out tests and a list of "stat" tests and their schedules with the same details as the catalogs.

11. Contractor shall provide all packaging, preparation, and special handling of specimens as required.

12. Contractor shall maintain necessary safeguards, records, and controls relative to the handling and processing of submitted specimens, and waste disposal.

13. Contractor shall provide test results as specified in section I. Tests Results.

14. County reserves the right to add, delete, and/or modify the schedule of tests and panels within the boundaries of governing organizations (e.g. Medicare) at any given time during the Contract period. Contractor shall immediately implement such changes as required by County.

15. If a test cannot be performed at the Contractor's laboratory, it shall be referred to an appropriate reference laboratory.

16. Contractor shall repeat a test at no charge whenever the result does not correlate in the County's opinion, with the County's clinical observations. Follow-up or confirmation testing shall not be considered a repeat determination and such specimens shall be billed as new requests.

17. Contractor shall provide "stat" specimen pick up services upon request to any County facility within Orange County, including on-call, twenty four (24) hour, seven (7) days per week, response. "stat" services are defined as response time to the facility within sixty (60) minutes of the "stat" services request, telephoned test results within sixty (60) to ninety (90) minutes from the time Contractor obtains the specimen(s) and written lab report within forty (48) hours of the site visit (including weekends and holidays). Stat labs resulting from the need to repeat a routine lab due to false positives shall be performed at no charge to the County. The Contractor must meet these performance requirements at least 90% of the time.

18. Contractor shall provide phlebotomy services upon request to any County facility within Orange County on an as needed basis. The response time shall be within one (1) hour to three (3) hours. If the request

is placed within a day in advance, Contractor shall schedule the phlebotomy services, and there shall be no phlebotomy fee. Phlebotomy fee shall apply only if the request for service is placed within the same day that the service is to be provided.

19. Contractor shall implement the work plan within a week from the start date of the Contract as follows:
    A. Client setup and orientation (for any new locations, as appropriate)
        1. Distribution of requisitions and supplies
        2. Scheduling of report faxing/printing
        3. Distribution of orientation package to include phone lists, catalogs, report samples, consultant names, as needed.
        4. Orientation of appropriate personnel to ensure adequate third party billing information is provided on requisitions, if indicated.
    B. Establishment of additional courier pickups, as needed and training of individuals involved with Program (Contractor and County).
    C. Orientation of field phlebotomists to clients needs, locations and schedules, and introductions to County clients.
    D. Establishment of agreements for any subcontractors (X ray, EKG) as needed.
    E. Training and orient all new Contractor staff involved with processing and testing of County samples.

Specific Requirements to Programs:

Public Health Services/Disease Control & Epidemiology

Testing Methodology for Chlamydia trachomatis:

1. Rectal swab specimens shall be tested using cell culture.
2. Culture technique used by Contractor shall include the following:
    a. Inoculation of two (2) "shell" vials with processed client sample.
    b. Staining of one (1) of two (2) vials with monoclonal anti-C-trachomatis.
    c. Scraping and freezing of second shell vial if first vial is positive or staining second vial if first is unacceptable.
    d. Cultures/specimens to be held at refrigerator temperature (2-5° C.) during transportation. Transportation time shall not exceed one (1) hour.

Public Health Services/Child Abuse Services Team (CAST)

Testing Methodology for Chlamydia:

1. Testing shall be cell culture of Chlamydia trachomatis.
2. Contractor shall include the following technique:
    a. Inoculation of two (2) "shell" vials with processed patient sample.
    b. Staining of one (1) of two (2) vials with monoclonal anti-C-trachomatis.
    c. Scraping and freezing of second shell vial if first vial is positive or staining second vial if first is unacceptable.
    d. Cultures/specimens to be held at refrigerator temperature (2-5C.) during transportation. Transportation time shall not exceed one (1) hour. See Schedule VI. Chlamydia Testing for pick up location and service availability.

Behavioral Health Services

1. Contractor shall perform blood draws at County facilities as specified in Schedule VII. Contractor's technician(s) shall draw all samples from clients, change gloves between clients, and appropriately transport samples to Contractor's laboratory for testing. If requested by end user, Contractor shall pick-up and perform tests on County-drawn samples from these locations as if Contractor had drawn the samples.

2. Contractor shall provide all necessary phlebotomy equipment and supplies, including plastic blood drawing tubes only (if available from manufacturer/vendor) and one-time disposable gloves to be changed for each client testing, for drawing, storing, and preserving samples, and including removal of all waste materials associated with phlebotomist's visit.

3. Contractor's phlebotomist shall remain at the facility to finish the specimen collection for all waiting clients.

4. Contractor's phlebotomist shall confirm a client phone number and complete billing information is on the lab requisition to use for after hours reporting of critical values.

5. Contractor shall observe "Chain of Custody" procedures for urine drug testing when the appropriate chain of custody requisition is used by the County facility.

6. Contractor shall provide portable chest X-ray for Westminster Therapeutic Residential Center (TRC), EKG services, and 24 hour on-call phlebotomy services as requested by end user.

I. TEST RESULTS

1. Public Health Services:
Contractor shall return or fax/print routine test results to the facility where the specimen was drawn or picked-up as soon as results become available and meeting agreed upon turnaround times. It shall be the responsibility of the Contractor to telephone reports of critical test values to the County. In the event that routine tests are ordered concurrently with non-routine tests the Contractor shall release the results of the routine tests as soon as they are available rather than waiting for the results of all tests both routine and non routine. The results of the routine tests should include a note that the results of the non-routine tests are pending.

   CHLAMYDIA TEST RESULT REPORTING (CAST Program only):

   1. Contractor shall return fax routine test results to the facility where the specimen was picked up within twenty four (24) hours of the time Contractor completes testing. All positive results shall be called or faxed within two (2) hours after testing is complete to:
   Medical Examiners
   (714) 940-4705
   (714) 940-4704
   (714) 940-4763 – Fax

   2. Positive results are to be faxed and a hard copy to be mailed out to the requesting facility.

   3. Negative results hard copies are only to be mailed out to the requesting facility.

2. Behavioral Health Services:
Contractor shall return or fax routine test results to the facility where the specimen was drawn or picked-up within forty eight (48) hours of the time Contractor obtained the specimen (excluding weekends and County holidays).

   For clients on clozapine, Contractor shall return or fax CBC/WBC test results the same day where the specimen was drawn and to the client's specified pharmacy in order for their medication to be dispensed.

   For clients at the Evaluation and Treatment Services, the request will be "stat". Contractor shall provide an immediate telephone call or fax/print report, and provide a written report within forty eight (48) hours of the time Contractor obtained the specimen (excluding weekends and County holidays).

   When a laboratory value is in a critical range, Contractor is to call the County facility where the specimen was drawn to relay the information to the physician or nurse. If neither is available, the information will be given to the clinic service chief. If the clinic is closed, Contractor shall call Evaluation Treatment Services at (714) 834-6900 and provide the critical laboratory value to the nurse on duty.

   Contractor shall schedule a 12-lead EKG upon request of end user. Contractor shall leave a legible EKG print out of the tracing at the County facility. Contractor shall send or fax a cardiologist written report to the County facility where the EKG was done within forty eight (48) hours of the time the service was provided.

3. Medical and Institutional Health Services:
Contractor shall return or fax routine test results to the facility where the specimen was drawn or picked-up within forty eight (48) hours of the time Contractor obtained the specimen (including Saturdays and holidays). It shall be the responsibility of the Contractor to telephone reports of critical test values to the County. Contractor shall immediately fax the results of critical tests to the same individual to whom the results were communicated via telephone.

For "stat" test results, Contractor shall provide an immediate telephone or fax/print report for "stat" test results performed at the Contractor's laboratory to County upon completion of test and provide a written test report within forty eight (48) hours of the site visit (including weekends and holidays).

4. FORMAT FOR TEST RESULTS:

Contractor shall provide hard-copy test results on standard 8-1/2" x 11" paper, or electronic copy (e.g. in an Access database or Excel spreadsheet) approved by County.

5. PAP SMEARS:

The Medical Director for Public Health has recommended the following procedures in order to insure that the County is providing a proper level of care to its patients:

1. All pap smear readings must be reported using the American Society for Colposcopy and Cervical Pathology (ASCCP) 2006 Guidelines.

2. A monthly summary report should be provided by the clinic site on pap smears analyzed, with a breakdown by classification.

3. Contractor should have in place a quality assurance component, and the findings shared with the County on a regular basis but no less than quarterly

II. QUALITY CONTROL

A. County reserves the right to submit "proficiency" samples without notice to determine the quality of Contractor's analysis. Contractor shall re-test specimens at no charge when Contractor's results from County's proficiency samples are incorrect.

B. Upon twenty-four (24) hours verbal notice to Contractor's Project Manager, County reserves the right to periodically inspect Contractor's facility(ies) during normal working hours to examine quality control.

C. Contractor shall make available to County all evidence of quality control procedures and forms in use by Contractor, including results from proficiency testing services upon request.

III. REPORTS

A. Contractor shall provide monthly and year-to-date reports itemizing, by facility, to include the type of test, the quantity of each test performed for that facility, and the total dollar amount billed to County, Medi-Cal, Medicare, Cal-Optima Health Networks, CHDP, and Family PACT, and to client insurance, for the reporting month and for the Contract year-to-date. Additionally, the monthly report will include the name of the client that received the service, date of birth of the client, the client unique identifier (eg MRN number, SS#, etc.), the doctor unique identifier that requested the test (eg DEA #, etc), and any other detail information that the County deems necessary to track activity from this detail report.

B. Quarterly Report – Contractor shall provide a summary report that shows total dollar expenditure for each facility that requested laboratory services. This report shall include the facility designator code, test codes with subtotaled amounts for each test preformed, and a total for each program that used the laboratory services; a grand total for all costs is required at the end of the data stream.

C. During the Contract period, County reserves the right to add, delete from, and modify the required reports. Contractor shall implement such changes as required by County no later than thirty (30) days after receiving a written request by County to effect the change.

IV. TEST PANELS

Basic Metabolic Panel

Glucose	Potassium
Creatinine	Chloride
BUN	Carbon Dioxide
Sodium	

Comprehensive Metabolic Panel

Glucose	Calcium
Creatinine	AST (SGOT)
BUN	Biliruibin, Total
Protein, Total	Albumin
ALT (SGPT)	Carbon Dioxide
Alkaline Phosphatase	Chloride
Sodium	Potassium
GGT	

Lipid Screen

Triglycerides	LDL Cholesterol
Cholesterol	VLDL Cholesterol
HDL Cholesterol	Coronary Risk Factor

Iron Panel

Iron Binding Capacity	Percent Saturation
Iron	

Hepatic Function Panel

Protein, Total	Alkaline Phosphatase
Bilirubin, Total	AST (SGOT)
ALT (SGPT)	Bilirubin, Direct & Indirect
Albumin	GGT

Acute Hepatitis Panel

Hepatitis B Surface, Ag	Hepatitis A IgM
Hepatitis B Core Ab, IgM	Hepatitis C Antibody

V. SCHEDULE CONTRACTOR PICK-UP OF COUNTY – DRAWN SAMPLES

LOCATION NAME	ADDRESS		PICK UP TIMES/DAYS (PACIFIC STANDARD TIME)	
Public Health Services/TB/Special Diseases Service				
Special Diseases	1725 W. 17th St., Rooms 111F/125F/TBD	Santa Ana, CA, 92706	11:30am, 4:30pm M-F	7:00pm T, Th
17th Street TB Treatment & Prevention	1725 W. 17th St., Rm. 108E	Santa Ana, CA, 92706	11:30am, 4:30pm M-F	7:00pm T
West Clinic TB/Refugee Health	14120 Beach Blvd., Ste 104, Rm. 120	Westminster, CA, 92683	10:30am, 4:45pm M-F	
Public Health Laboratory	1729 W, 17th St.	Santa Ana, CA, 92706	11:20am, 4:15pm M-F	
Family Health Santa Ana	1725 W. 17th St., Rm. 124	Santa Ana, CA, 92706	4:30pm M-F	
Family Health Buena Park	6301 Beach Blvd., Ste. 103	Buena Park, CA,	4:00 pm, T & TH	
Medical Institutional Health Services/Correctional Medical Services				
O.C. Men's Jail Medical	550 N. Flower, Men's Jail	Santa Ana CA. 92703	9:30am, 4:00pm M-Su	
O.C. Women's Jail Medial	550 N. Flower, Women's Jail	Santa Ana, CA, 92703	9:30am, 4:00pm M-Su	
Intake Release Center Medical (IRC)	550 N. Flower, IRC, Bldg 96	Santa Ana, CA, 92703	9:30am, 4:00pm M-Su	
James Musick Medical	13502 Musick Rd.	Irvine, CA, 92618	8:30am M-F	
Theo Lacy Medical	201 City Drive S., 2nd Fl, Bldg 41	Orange, CA, CA, 92868	9:30am, 3:00pm M-Sa	
Juvenile Hall + CEGU	331 City Drive S.	Orange, CA, 92868	9:45am, 3:30pm M-F	
Orangewood + CEGU	401 City Drive S.	Orange, CA, 92868	10:00am, 4:00pm M-F	

VI. CHLAMYDIA TESTING – SPECIMENS PICK UP SCHEDULE/REQUIREMENTS

1. CAST	1337 Braden Ct. Room 209	Orange , CA, 92868	**Within 90 min. of notification, service to be available 24 hrs, 7 days/wk.,**

V. SCHEDULE CONTRACTOR PICK-UP OF COUNTY – DRAWN SAMPLES

LOCATION NAME	ADDRESS		PICK UP TIMES/DAYS (PACIFIC STANDARD TIME)	
Public Health Services/TB/Special Diseases Service				
Special Diseases	1725 W. 17th St., Rooms 111F/125F/TBD	Santa Ana, CA, 92706	11:30am, 4:30pm M-F	7:00pm T, Th
17th Street TB Treatment & Prevention	1725 W. 17th St., Rm. 108E	Santa Ana, CA, 92706	11:30am, 4:30pm M-F	7:00pm T
West Clinic TB/Refugee Health	14120 Beach Blvd., Ste 104, Rm. 120	Westminster, CA, 92683	10:30am, 4:45pm M-F	
Public Health Laboratory	1729 W, 17th St.	Santa Ana, CA, 92706	11:20am, 4:15pm M-F	
Family Health Santa Ana	1725 W. 17th St., Rm. 124	Santa Ana, CA, 92706	4:30pm M-F	
Family Health Buena Park	6301 Beach Blvd., Ste. 103	Buena Park, CA,	4:00 pm, T & TH	
Medical Institutional Health Services/Correctional Medical Services				
O.C. Men's Jail Medical	550 N. Flower, Men's Jail	Santa Ana CA. 92703	9:30am, 4:00pm M-Su	
O.C. Women's Jail Medial	550 N. Flower, Women's Jail	Santa Ana, CA, 92703	9:30am, 4:00pm M-Su	
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1. CAST	1337 Braden Ct. Room 209	Orange , CA, 92868	**Within 90 min. of notification, service to be available 24 hrs, 7 days/wk.,**

VII. PHLEBOTOMY SCHEDULE – The County reserves the right to add or delete any location and/or to modify the schedule at any given time during the term of the Contract.

LOCATION NAME	ADDRESS		TIMES/DAYS	
Adult Mental Health Services				
Westminster Therapeutic Residential Center (TRC)	206 Hospital Circle	Westminster, CA, 92683	5:30am – 6:15am M T W Th F	
Santa Ana MH Clinic & PACT	1200 N. Main 2nd floor	Santa Ana, CA, 92701	8:30am – 9:00am M	8:00am – 8:30am W
Anaheim MH Clinic	2035 E. Ball Rd 2nd floor	Anaheim, CA, 92805	10:30am – 11:00am T	8:00am – 8:30am Th
Fullerton MH Clinic & PACT	211 W Commonwealth 1st floor	Fullerton, CA, 92635	10:30am – 11:00am M	9:30am-10:00am Th
Costa Mesa MH Clinic	3115 Redhill	Costa Mesa, CA, 92626	9:30am -10:00am M, 11:00am-12:00pm W	9:00am – 9:30am F
Aliso Viejo Clinic PACT	5 Mareblu 2nd floor	Aliso Viejo, CA, 92656	9:15am – 10:00am W	
Mission Viejo Clinic	23228 Madero	Mission Viejo, CA, 92691	10:15am – 11:00am W	
Westminster Clinic	14140 Beach Blvd 2nd floor #233	Westminster, CA, 92683	9:00am-10:00am T	10:30AM – 11:15am
Alcohol & Drug Abuse Services (AOD)				
Anaheim Drug Free Clinic & Perinatal	2035 E. Ball Rd 1st floor	Anaheim, CA, 92805	1:00am – 1:30am M alt: 10:00am-10:30am M	11:00am – 11:30am T
Aliso Viejo Drug Free Clinic	5 Mareblu 1st floor	Aliso Viejo, CA, 92656	9:15am – 10:00am W	
Costa Mesa Drug Free Clinic	3115 Redhill	Costa Mesa, CA, 92626	9:30am – 10:00am M, 11:30am-12:00pm W	9:00am-9:30m F
Fullerton SA	211 W Commonwealth 1st floor	Fullerton, CA, 92635	11:00am – 11:30am M	
Santa Ana Perinatal Program	1200 N. Main 3rd floor	Santa Ana, CA, 92701	8:00am – 8:30am MF	1:00pm-1:30pm T-Th
Westminster Drug Free Clinic	14140 Beach Blvd 2nd floor #206	Westminster, CA, 92683	8:00am – 9:00am T	
Westminster Perinatal Program	14140 Beach Blvd 1st floor #120	Westminster, CA, 92683	10:30am – 11:00am F	

As needed: 377 E Chapman Ave., Suite 110, Placentia 8% Program, Central Region, 14351 Euclid, Ste K, Garden Grove
17816 Bushard #8, Fountain Valley 8% Program, North Region, 160 Cerritos, Bldg #4, Anaheim
4112 Cerritos, Room 5, Los Alamitos, Los Alamitos, CA, 90720

VII. PHLEBOTOMY SCHEDULE – The County reserves the right to add or delete any location and/or to modify the schedule at any given time during the term of the Contract.

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Costa Mesa Drug Free Clinic	3115 Redhill	Costa Mesa, CA, 92626	9:30am – 10:00am M, 11:30am-12:00pm W	9:00am-9:30m F
Fullerton SA	211 W Commonwealth 1st floor	Fullerton, CA, 92635	11:00am – 11:30am M	
Santa Ana Perinatal Program	1200 N. Main 3rd floor	Santa Ana, CA, 92701	8:00am – 8:30am MF	1:00pm-1:30pm T-Th
Westminster Drug Free Clinic	14140 Beach Blvd 2nd floor #206	Westminster, CA, 92683	8:00am – 9:00am T	
Westminster Perinatal Program	14140 Beach Blvd 1st floor #120	Westminster, CA, 92683	10:30am – 11:00am F	

As needed: 377 E Chapman Ave., Suite 110, Placentia 8% Program, Central Region, 14351 Euclid, Ste K, Garden Grove
17816 Bushard #8, Fountain Valley 8% Program, North Region, 160 Cerritos, Bldg #4, Anaheim
4112 Cerritos, Room 5, Los Alamitos, Los Alamitos, CA, 90720

Time	Monday	Tuesday	Wednesday	Thursday	Friday
5:30-6:15	Westminster TRC BH	Westminster TRC BH	Westminster TRC BH	Westminster TRC BH	Westminster TRC BH
6:30-7:30					
8:00-8:30	Santa Ana Perinata HCU Santa Ana SA 3rd f BHB	Westminster Drug Free BhY Ste 206	Santa Ana MH & PACT BHM		Santa Ana Perinatal HCU, Santa Ana SA 3rdfloor HDV, BHX
8:30-9:00	Santa Ana MH & PACT BHM			Anaheim MH BHD	
9:00-9:30		Westminster MH BHE Ste 233	9:15-10:00 1st and 2nd floors Aliso Viejo PACT/ Drug Free		Costa Mesa MH & SA BHQ & BHA
9:30-10:00	Costa Mesa MH & SA BHQ & BHA			Fullerton MH & PACT , 2nd fl BHF	
10:00-10:30	Anaheim Drug Free & Perinatal BH2 (alternate: see 1:00-1:30 proposed time)		10:15-11:00 Mission Viejo Clinic BHG		
10:30-11:00	Fullerton, MH & PACT, 2nd fl BHF	Anaheim MH BHD		Westminster MH BHE 10:30-11:15	Westminster (perinatal) HCT
11:00-11:30	Fullerton SA , 1ST fl BHZ	Anaheim Drug Free & Perinatal			
11:30-12:00			Costa Mesa MH & SA BHQ & BHA		

12:00-12:30					
1:00-1:30	Anaheim Drug Free & Perinatal BH2 (10:00-10:30 as alternate)	Santa Ana Perinatal HCU, HDV Santa Ana SA 3rd fl BHB	Santa Ana Perinatal HCU, HDV Santa Ana SA 3rd fl BHB	Santa Ana Perinatal HCU Santa Ana SA 3rd fl BHB	

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ATTACHMENT B

COMPENSATION AND INVOICING

I. COMPENSATION

This is a fixed price Contract not to exceed $950,000 for the term of the Contract between the County and Contractor.

The Contractor agrees to accept the specified compensation as full remuneration for performing all services and furnishing all staffing and materials called for; for any reasonably foreseen difficulties under the responsibility of the Contractor which may arise or be encountered in the execution of the services until their acceptance; for risks connected with the services; and for performance by the Contractor of all of its duties and obligations hereunder. The fixed price shall include the fee and all expenses related to the performance of work and services required to meet the tasks and deliverables in the Scope of Work, set forth more fully in Attachment A of this Contract.

II. PAYMENT TERMS

A. Terms

Contractor and County shall ensure that complete third party billing information is provided upon receipt of test order.

The Contractor shall be responsible to appeal all denials of services related to third party payers within thirty (30) days prior to submitting invoices to the County for payment.

The County shall not be responsible for reimbursement of services where the Contractor has not properly billed/appealed the claim to a third party payer.

Contractor shall invoice each Program separately.

Payment shall be payable within thirty (30) days after the Auditor-Controller's receipt of an approved invoice for services and/or goods submitted in accordance with the terms set forth herein. The invoice must be verified and approved by the County's Project Manager or designee and is subject to routine processing requirements of the County.

Billing shall cover only those services and/or goods not previously invoiced, and those services where third party payer has denied payment. Contractor shall provide proof of denial on all the invoices. The Contractor shall immediately reimburse the County for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payment made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.

B. Invoicing Instructions

1. Invoices and all supporting documentation shall be submitted to the following address:

   County of Orange
   HCA/ Accounts Payable
   PO Box 689
   Santa Ana, CA 92702

2. Acceptable Invoicing Format: Contractor may bill on any standard invoice form, but the following references must be made:
    a. County Contract Number
    b. Contractor's Federal I.D. Number and California Board of Equalization Permit Number
    c. Description of Type of Test Performed, Client Charges, CPT Code, Client Name, and Client Unique Identifier (eg MRN number, SS#, etc.).
    d. Date(s) of Performance of Services
    e. Total Amount of Payment Requested
    f. Remittance Address

   The responsibility for providing acceptable invoice(s) to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned.

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ATTACHMENT C

HIPAA BUSINESS ASSOCIATES

A. General Provisions

1. The parties agree that the terms used in this Contract shall have the same meaning as those terms in the Standards for Privacy of Individually Identifiable Health Information, 45 Code of Federal Regulations (CFR), Parts 160 and 164, otherwise known as the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule, as it may exist now or be hereafter amended.

2. It is agreed by both parties that Contractor is a Business Associate of the County for the purposes of this Contract.

3. It is understood by both parties that Contractor is not a Covered Entity, as defined by HIPAA, and is not responsible for complying with said regulations for purposes of safeguarding any Protected Health Information (PHI) generated by Contractor for its own purposes.

4. It is understood by both parties that the Privacy Rule does not pre-empt any state and/or federal laws, rules or regulations that impose more stringent requirements with respect to confidentiality of client information.

B. Obligations and Activities of Contractor as Business Associate

1. Contractor agrees not to use or disclose PHI other than as permitted or required by this Contract or as required by law.

2. Contractor agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Contract.

3. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of the requirements of this Contract.

4. Contractor agrees to report to County within ten (10) calendar days any use or disclosure of PHI not provided for by this Contract of which Contractor becomes aware.

5. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from County, or PHI created or received by Contractor on behalf of County, agree to the same restrictions and conditions set forth in the business associate provisions of the Privacy Rule that apply throughout this Contract.

6. Contractor agrees to provide access, within fifteen (15) days of receipt of a written request by County, to PHI in a Designated Record Set, to County or, as directed by County, to an individual client in order to meet the requirements under 45 CFR Section 164.524.

7. Contractor agrees to make any amendment(s) to PHI in a Designated Record Set that County directs or agrees to pursuant to 45 CFR Section 164.526 at the request of County or an individual client, within thirty (30) days of receipt of said request by County.

8. Contractor agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Contractor on behalf of, County available to County and the Secretary of the Department of Health and Human Services, in a time and manner as determined by County, or as designated by the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.

9. Contractor agrees to document any disclosures of PHI and information related to such disclosures as would be required for County to respond to a request by an individual client for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

10. Contractor agrees to provide County or an individual client, as directed by County, in a time and manner to be determined by County, in order to permit County to respond to a request by an individual client for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

C. Security Rule

1. Security. Contractor shall establish and maintain appropriate administrative, physical and technical safeguards that reasonably and appropriately protected the confidentiality, integrity and availability of electronic PHI. Contractor shall follow generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.

2. Agents and Subcontractors. Contractor shall ensure that any agent, including a subcontractor, to whom it provides electronic PHI agrees to implement reasonable and appropriate safeguards to protect that information.

3. Security Incidents. Contractor shall report any security incident of which it becomes aware to Client. For purposes of this Contract, a "security incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations. This does not include trivial incidents that occur on a daily basis, such as scans, "pings", or unsuccessful attempts to penetrate computer networks or servers maintained by Contractor.

D. Permitted Uses and Disclosures by Contractor

Except as otherwise limited in this Contract, Contractor may use or disclose PHI to perform functions, activities, or services for, or on behalf of, County as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by County.

E. Obligations of County

1. County shall notify Contractor of any limitation(s) in County's notice of privacy practices in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect Contractor's use or disclosure of PHI.

2. County shall notify Contractor of any changes in, or revocation of, permission by an individual client to use or disclose PHI, to the extent that such changes may affect Contractor's use or disclosure of PHI.

3. County shall notify Contractor of any restriction to the use or disclosure of PHI that County has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect Contractor's use or disclosure of PHI.

4. County shall not request Contractor to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County.

F. Business Associate Termination

1. In addition to the rights and remedies provided in the Termination paragraph of this Contract, upon County's knowledge of any material breach by Contractor of the requirements of this attachment C to the Contract, County shall:

   a Provide an opportunity for Contractor to cure the breach or end the violation and terminate this Contract if Contractor does not cure the breach or end the violation within thirty (30) days; or

   b Immediately terminate this Contract if Contractor has breached a material term of this Contract and cure is not possible; or

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

   Upon termination of this Contract, all PHI provided by County to Contractor, or created or received by Contractor on behalf of County, shall either be destroyed or returned to County at County's sole discretion, and in conformity with the Privacy Rule. This provision shall apply to PHI that is in the possession of subcontractors or agents of Contractor. If it is infeasible to return or destroy PHI, Contractor shall extend the protections of this Contract to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such PHI.

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ATTACHMENT D

TEST FEE SCHEDULE

The prices shall include all labor, materials, equipment, insurance coverage, permits, licenses, preparation of all faxed and mailed/delivered reports and all other fees to provide the services specified herein.

Service locations, test panels, and tests may be added or deleted at any given time during the term of the Contract.

CPT Code	Test Description	Test Code	Pricing
86900, 86901	ABO WITH RH TYPING	TYPE	$3.43
86900, 86901, 86850	ABO/RH & SCREEN	BBB	$2.02
82055	ALCOHOL, BLOOD	ALCHOL	$3.25
82085	ALDOLASE, SERUM	ALDASE	$18.24
84075	ALKALINE PHOSPHATASE, PLASMA	ALKPHS	$2.58
82105	ALPHA - FETOPROTEIN (NON-PREG)	AFP	$4.81
82140	AMMONIA, PLASMA	AMMON	$3.46
82150	AMYLASE, PLASMA	AMY	$2.81
86039	ANA TITER	ANAB	$10.10
86850	ANTIBODY IDENT AND TITER	AS	$3.07
86038	ANTINUCLEAR ANTIBODY	ANA	$9.79
82803, 85014	ARTERIAL BLOOD GAS (ABG)	BGH	$24.01
87070, 87205	BACT CULTURE AEROBIC	CULAER	$17.56
87040	BACT CULTURE BLOOD	CULBLD	$15.98
80102	BARBITURATE CONFIRMATION	BARCON	$10.18
80048	BASIC METABOLIC PANEL	BMPAN	$3.95
82232	BETA 2 MICROGLOBULIN, SERUM	BMG	$5.10
82248	BILIRUBIN, DIRECT	DBILI	$1.93
87449	C. DIFICILE TOX	CULCDS	$13.79
82310	CALCIUM	CA	$2.34
82330	CALCIUM, IONIZED	CAI	$7.30
80156	CARBAMAZEPINE	CARBAM	$3.60
82378	CARCINOEMBRY AG (CEA)	CEA	$4.81
85025	CBC WITH DIFFERENTIAL	CBCWID	$4.14
87110, 87140	CHLAMYDIA CULTURE	CULCHL	$23.38

CPT Code	Test Description	Test Code	Pricing
82465	CHOLESTEROL	CHOL	$2.58
86635 X 2	COCCIDIOIDES IgG & IgM ANTIBODY SCREEN BY ENZYME IMMUNOASSAY	SERCEP	$24.00
86160	COMPLEMENT C3	C3BET	$5.35
86160	COMPLEMENT C4	COMPC4	$5.35
86162	COMPLEMENT TOTAL CH50	CH50	$15.17
80053, 82465, 84478, 82977, 84100, 83540, 83615, 84550	COMPLETE METABOLIC TESTING	CMT	$20.82
80053	COMPREHENSIVE METABOLIC PNL	CMPAN	$5.14
82525	COPPER, SERUM	COPPSR	$6.48
82533	CORTISOL	CORTIS	$4.25
84681	C-PEPTIDE	CPEP	$4.81
82550	CPK PLASMA	CPK	$2.58
82575, 81050	CREATININE CLEARANCE, 24 HR	CRCLR	$4.00
82570, 81050	CREATININE, 24 HR URINE	CREATU	$3.73
82565	CREATININE, PLASMA	CREAT	$2.34
86403	CRYPTOCOCCUS AG	SERCRY	$14.30
89060	CRYSTALS, BODY FLUID & URINE	CRYSTL	$10.30
80158	CYCLOSPORINE, WHOLE BLOOD	CYCWB	$12.16
86644	CYTOMEGALOVIRUS IgG. SERUM	VISCMG	$9.13
85007	DIFFERENTIAL	DIFF	$6.08
80162	DIGOXIN	DIGOX	$3.58
80185	DILANTIN	DILNTN	$3.60
80100	DRUG OF ABUSE SCREEN	RDS	$4.27
80051	ELECTROLYTE PANEL	ELECPN	$3.19
86665*2, 86664, 86663	EPSTEIN BARR VIRUS	VISEBV	$29.77
82670	ESTRADIOL	E2D	$5.57
82728	FERRITIN	FERRIT	$4.57
82746	FOLATE, SERUM	FOLATE	$4.82
83001	FOLLICLE STIM H	FSH	$3.89
84402	FREE TESTOSTERONE	FTES	$16.12
87102	FUNGAL CULTURE DIRECT	CULFUD	$14.08
82960	G 6 PD SCREEN	G6PDS	$1.58

CPT Code	Test Description	Test Code	Pricing
82977	GAMMA GLUTAMYL TRANSPEPTIDASE	GGT	$3.02
82950	GLUCOSE, 1 HOUR	GLU1PG	$2.34
82947	GLUCOSE, PLASMA	GLUC	$2.34
83036	GLYCOSOLATED HGB, A1C	A1C	$5.56
	GFR CALCULATION	GFRT	no charge
86677	H. PYLORI AB, IGG	SERHPY	$8.81
84702	HCG BETA SUBUNIT	BHCG	$3.64
85014, 85018	HEMOGLOBIN/HEMATOCRIT	HH	$2.29
80076	HEPATIC FUNCTION PANEL	HFP	$3.89
86708	HEPATITIS A ANTIBODIES, TOTAL	HASCN	$9.48
86709	HEPATITIS A ANTIBODY, IgM, SERUM	HAIGM	$13.55
86704	HEPATITIS B CORE ANTIBODY	HBCORE	$9.46
87517	HEPATITIS B PCR QUANT	SHEBQT	$103.87
86706	HEPATITIS B SURFACE AB	HBSAB	$9.11
87340	HEPATITIS B SURFACE ANTIGEN, SERUM	HBSAG	$8.27
86803	HEPATITIS C ANTIBODY, SERUM	HCV	$14.12
87522	HEPATITIS C PCR QUANT	SHECQT	$130.26
80074	HEPATITIS PANEL, ACUTE	AHP	$47.41
87252, 87254*2	HERPES CULTURE	CULHER	$31.70
86308	HETEROPHILE AB	SERHET	$9.73
87621	HUMAN PAPILLOMA VIRUS, DNA HiRisk	CULHPV	$68.08
82785	IMMUNOGLOBULIN E	IGE	$5.78
82784	IMMUNOGLOBULIN G	IGG	$5.35
82784	IMMUNOGLOBULIN M	IGM	$5.35
82784*3	IMMUNOGLOBULIN PROFILE	IMMPRO	$14.71
83540, 83550	IRON PANEL PLASMA	FEPAN	$3.74
83540	IRON, PLASMA	IRON	$3.02
83615	LDH PLASMA	LDH	$2.58
83655	LEAD, BLOOD (VENOUS)	LEADBL	$6.41
83690	LIPASE, PLASMA	LIPAS	$4.76
83701	LIPIDS, SCREEN	LIPIDS	$3.95
80178	LITHIUM	LITH	$6.56
83002	LUTEINIZING HORMONE	LHH	$3.89
83735	MAGNESIUM	MAG	$2.58

CPT Code	Test Description	Test Code	Pricing
82043, 81050	MICROALBUMIN	MAL	$5.04
83874	MYOGLOBIN, SERUM	MYO	$5.15
88164	PAP SMEAR: SCREEN	CSPAP	$11.70
88164	PAP SMEAR: DIAG	CDPAP	$11.70
80184	PHENOBARBITAL	PHEBRB	$3.60
84100	PHOSPHORUS, PLASMA	PHOS	$2.34
85049	PLATELET COUNT	PLCTEL	$3.28
84132	POTASSIUM, PLASMA	K	$2.57
81025	PREGNANCY QUALITATIVE, URINE	PREG	$3.24
84144	PROGESTERONE	PROG	$7.38
84146	PROLACTIN	PRL	$4.08
84153	PROSTATE SPECIFIC AG	PA	$8.89
84165, 84155, 80500	PROTEIN ELECTROPHORESIS, SER	SPE	$15.72
84157	PROTEIN TOTAL, FLUID	PFL	$2.34
85610	PROTHROMBIN TIME	PTINR	$2.36
85610, 85730	PT/PTT	PTPTT	$5.11
85730	PTT	PTT	$2.75
80100	RAPID DRUG SCREEN	RDS	$4.27
85045	RETICULOCYTE	RETIC	$7.57
85044	RETICULOCYTE COUNT, MANUAL	RETICM	$14.48
86430	RHEUMATOID FACTOR	RFTS	$5.86
86592	RPR/SYPHILLIS SEROLOGY	SERRPR	$5.59
86762	RUBELLA AB IgG	VISRUB	$8.29
85651	SEDIMENTATION RATE	ESR	$2.42
87186	SENSITIVITY MIC	ZZ00	$10.15
84450	SGOT AST PLASMA	SGOT	$2.58
84460	SGPT ALT PLASMA	SGPT	$2.58
85660	SICKLE CELL SCREEN	SCS	$40.18
84295	SODIUM	NA	$2.34
87205	SPUTUM GRAM STAIN	CULGST	$4.76
86781	SYPHILIS HEMAGGLUTINATION	SERMHA	$8.46
84481	T3, FREE	FREET3	$14.22
84480	T3, TOTAL	T3	$3.60
84439	T4, FREE	T4FREE	$4.31
86359, 86360	CD3/CD4,CD8 T-CELL SUBSETS	TSUBS	$47.16

CPT Code	Test Description	Test Code	Pricing
84403	TESTOSTERONE	TESTOS	$4.99
80102	THC CONFIRMATION URINE	THCCON	$14.40
80198	THEOPHYLINE	THEOPH	$3.60
86800	THYROGLOBULIN AUTOANTIBODIES	ANTITG	$6.50
84439, 84443	THYROID FUNCTION PANEL	TFP	$5.82
86376	THYROID MICROSOMAL ANTIBODY	TPOAB	$6.50
84443	THYROID STIMULATING HORMONE	TSH	$4.40
84436	THYROXINE (T4), TOTAL	T4	$3.89
84478	TRIGLYCERIDES	TRIG	$2.58
84443	TSH, ULTRASENSITIVE	TSHHS	$3.86
84520	UREA NITRO, PLASMA	BUN	$2.34
84550	URIC ACID	URIC	$2.58
81001	URINALYSIS	UAW	$5.56
87086	URINE CULTURE (BACTERIA)	CULURI	$6.88
80164	VALPROIC ACID	VALP	$3.60
86787	VARICELLA ZOSTER IGG	VISVAG	$7.66
82607	VITAMIN B12	VITB12	$4.82
	CHEST XRAY	ZXRAY	$38.00
	PHLEBOTOMY (DRAWING) FEE (SCHEDULED)		no charge
	EKG	ZEKG	$63.00
	STAT PICK UP FEE (8AM-5PM, Mon-Fri)	COUR1	$15.00
	STAT PICK UP FEE (EVE, WKEND, HOLIDAY)	COUR3	$25.00
	PHLEBOTOMY FEE (NON-SCHEDULED)		$50.00
	Travel (X-RAY/EKG)	MSC	$70.00

Tests not listed above and performed at Contractor's laboratory will be billed at current year MediCal rates. Tests not performed at Contractor's laboratory will be sent to an approved reference laboratory and will be billed at reference laboratory rates plus $15 handling/processing fee.

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ATTACHMENT E

RESOURCES TO BE PROVIDED BY THE COUNTY

The County will provide the following to the Contractor:

a. County will provide complete information for test orders on requisitions as required by Contractor and/or as State of California Laboratory regulations dictate.
b. County will notify Contract at least forty eight (48) hours in advance of needed laboratory supplies.

The County reserves the right to accept or reject any or all additional requests by the Contractor for County-supplied items and resources not specifically set forth in this Contract.

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ATTACHMENT F

SUBCONTRACTORS

Contractor shall monitor the Medi-Cal ineligible list and federal ineligible list. Should any of the subcontractors named below be found on the Medi-Cal ineligible list and/or federal ineligible list during the term of this Contract, Contractor shall remove subcontractor immediately from performing services set forth in this Contract.

Reference Laboratories for send outs (0.25% of tests performed):
ARUP (Associated Regional and University Pathologists)
Focus Technologies
Genzyme Genetics
LabCorp (Laboratory Corporation of America)
Mayo Medical Laboratories
Quest Diagnostics, Inc.
Quest Diagnostics at Nichols Institute
Virologic, Inc.

Other subcontractors include:
Apollo Couriers, Inc – Stat Courier
Southern California Portable XRay and EKG