COUNTY OF LOS ANGELES

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DEPARTMENT OF MENTAL HEALTH

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

June 1, 2006

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

31 JUN 13 2006

SACHI A. HAMAI
EXECUTIVE OFFICER

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

Dear Supervisors:

APPROVAL OF NEW CLINICAL LABORATORY SERVICES AGREEMENT WITH UNILAB CORPORATION dba QUEST DIAGNOSTICS (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and delegate authority to the Director of Mental Health or his designee to prepare, sign, and execute the Clinical Laboratory Services Agreement, substantially similar to the attached format, with Unilab Corporation dba Quest Diagnostics (Quest Diagnostics). The Maximum Contract Amount (MCA) for this Agreement for Fiscal Year (FY) 2006-2007 will be $710,000 and will be funded by Sales Tax Realignment funds included in Department of Mental Health's (DMH) FY 2006-2007 Proposed Budget. This Agreement will be effective July 1, 2006, and includes four (4) automatic one-year renewal periods. Funding of $710,000 will be requested for each additional fiscal year through DMH's annual budget process.

2. Delegate authority to the Director of Mental Health or his designee to prepare, sign, and execute amendments to the Clinical Laboratory Services Agreement, provided that: 1) the County's total payments to Contractor under the Agreement for each applicable fiscal year shall not exceed an increase of 20 percent from the applicable revised MCA; 2) any such increase shall be used for additional services or to reflect program and/or policy changes; 3) the Board of Supervisors has appropriated sufficient funds for all changes; 4) approval of County Counsel and the Chief Administrative Officer (CAO) or their designee is obtained prior to any such Amendment; 5) the parties may, by written Amendment, mutually agree

to reduce programs or services without reference to the 20 percent limitation; and 6) the Director of Mental Health shall notify the Board of Supervisors of Agreement changes in writing within 30 days after execution of each Amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The purpose of the recommended action is to seek Board approval to award a contract to Quest Diagnostics to provide clinical laboratory services for DMH.

DMH concluded a Request For Information (RFI) process for solicitation of clinical laboratory services for a five-year contract term. The RFI was necessitated because of the June 30, 2006 expiration date of the existing Agreement with Unilab Corporation dba Quest Diagnostics. DMH is submitting its recommendation for the contract award for your Board's approval.

In the RFI process, DMH solicited the interest level of potential contractors by advertising in major local newspapers and mailing out the RFI to clinical laboratory service providers on DMH's Bidders' List.

Quest Diagnostics was the only clinical laboratory service provider that submitted a proposal that met all the minimum requirements in the RFI.

Implementation of Strategic Plan Goals

The recommended Board actions are consistent with the principles of the Countywide Strategic Plan Organizational Goal No. 1 "Service Excellence," and Goal No. 3 "Organizational Effectiveness." Your Board's approval of this Agreement will strengthen the mental health services delivery system and improve service accessibility within all Service Areas.

FISCAL IMPACT/FINANCING

There is no increase in net County cost.

The MCA for FY 2006-2007 is $710,000, which will be funded by Sales Tax Realignment funds and is included in DMH's Proposed Budget.

Funding for FYs 2007-2008, 2008-2009, 2009-2010, and 2010-2011 will be included in DMH's annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Quest Diagnostics is the largest supplier of clinical laboratory services in the State of California. Nationally, Quest Diagnostics performs over 550,000 tests daily for physicians, medical clinics, hospitals, Health Maintenance Organizations (HMOs), and industrial clinics. The laboratory is accredited by both the Clinical Laboratory Improvement Amendments (CLIA) and the College of American Pathologists, licensed by the California Department of Health Services, and certified by the Substance Abuse and Mental Health Services Administration.

Quest Diagnostics is located at 18408 Oxnard Street, Tarzana, CA 91356, and is in Supervisorial District 3. Staff from their local headquarters will go out to DMH's directly-operated facilities to deliver the services, and Quest Diagnostics will have various walk-in sites throughout the County.

The attached Agreement format has been approved as to form by County Counsel. The proposed actions have been reviewed by the CAO, and the Medical Director.

CONTRACTING PROCESS

On October 14, 2005, DMH issued an RFI for the provision of information to identify existing or potential, qualified new providers who were interested in contracting with DMH to provide Electrocardiogram (EKG) and clinical laboratory services. The RFI was mailed out to clinical laboratory service providers on DMH's Bidders' List and was distributed to providers responding to the legal announcement published in major local newspapers and was posted on the Office of Small Business' web site.

On November 16, 2005, DMH hosted a formal question and answer session on the RFI; no providers attended the session.

The deadline for submission of the RFI for laboratory services was December 19, 2005; only two (2) bids were received. One bid was received from Quest Diagnostics, and the other one was from Northridge Diagnostic Laboratory, Inc.

It was determined that Quest Diagnostics can best meet the needs of the Department by providing drawing stations in all eight (8) service areas. While EKG is not included, the Department intends to obtain the necessary EKGs through primary care resources, including Fee-for-Service Medi-Cal providers and the Department of Health Services.

IMPACT ON CURRENT SERVICES

With the contract award, there will be no interruption in clinical laboratory services provided to mental health clients, as services will continue to be provided at mental health clinics or clinical laboratory service sites throughout the County.

CONCLUSION

The Department of Mental Health will need one (1) copy of the adopted Board action. It is requested that the Executive Officer of the Board notifies the Department of Mental Health's Contracts Development and Administration Division at (213) 738-4684 when this document is available.

Respectfully submitted,

Marvin J. Southard, D.S.W.
Director of Mental Health

MJS:RS:MY:WC

Attachment

c: Chief Administrative Officer
County Counsel
Auditor-Controller
Chairperson, Mental Health Commission

Unilab Bd Ltr 06-07
5/23/06

ATTACHMENT

Unilab Corporation dba Quest Diagnostics

Contract Number

Reference Number

Business Address:
18408 Oxnard Street

Tarzana, CA 91356

Supervisorial District(s) 3

CLINICAL LABORATORY SERVICES AGREEMENT

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K: S___ U X

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CLINICAL LABORATORY SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____ 200_, by and between the COUNTY OF LOS ANGELES (hereafter "County") and

Unilab Corporation dba Quest Diagnostics

(hereafter "Contractor")

Business Address:

18408 Oxnard Street

Tarzana, CA 91356

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, Contractor and County agree as follows:

PREAMBLE

For over a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

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

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

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

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

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

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for

children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✔ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✔ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✔ There is no "wrong door": wherever a family enters the system is the right place.
- ✔ Families receive services tailored to their unique situations and needs.
- ✔ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✔ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✔ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✔ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✔ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✔ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✔ County agencies and their partners pursue multi-disciplinary service delivery, a single

service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.

- ✔ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✔ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

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

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

Personal Service Delivery

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

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

Service Access

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

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

Service Environment

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

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

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

1. TERM:

A. Initial Period: The Initial Period of this Agreement shall commence on July 1, 2006 and shall continue in full force and effect through June 30, 2007.

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

(1) First Automatic Renewal Period: If this Agreement is automatically renewed, the First Automatic Renewal Period shall commence on July 1, 2007 and shall continue in full force and effect through June 30, 2008.

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(2) Second Automatic Renewal Period: If this Agreement is automatically renewed, the Second Automatic Renewal Period shall commence on July 1, 2008 and shall continue in full force and effect through June 30, 2009.

(3) Third Automatic Renewal Period: If this Agreement is automatically renewed, the Third Automatic Renewal Period shall commence on July 1, 2009 and shall continue in full force and effect through June 30, 2010.

(4) Fourth Automatic Renewal Period: If this Agreement is automatically renewed, the Fourth Automatic Renewal Period shall commence on July 1, 2010 and shall continue in full force and effect through June 30, 2011.

C. Termination:

(1) This Agreement may be terminated by County immediately:

(a) If County determines that:

i. Any Federal, State, and/or County funds are not available for this Agreement or any portion thereof; or

ii. Contractor has failed to initiate delivery of services within N/A days of the commencement of this Agreement; or

iii. Contractor has failed to comply with any of the provisions of Paragraphs 16 (NONDISCRIMINATION IN SERVICES), 17 (NONDISCRIMINATION IN EMPLOYMENT), 19 (INDEMNIFICATION AND INSURANCE), 20 (WARRANTY AGAINST CONTINGENT FEES), 21 (CONFLICT OF INTEREST), 26 (DELEGATION AND ASSIGNMENT), 27 (SUBCONTRACTING), 49 (CERTIFICATION OF DRUG-FREE WORK PLACE); 54 (CHILD SUPPORT COMPLIANCE PROGRAM); and/or 58 (CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM); or

(b) In accordance with Paragraphs 31 (TERMINATION FOR INSOLVENCY), 32 (TERMINATION FOR DEFAULT), 33 (TERMINATION FOR IMPROPER CONSIDERATION), and/or 50 (COUNTY LOBBYISTS).

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(2) This Agreement shall terminate as of June 30 of the last Fiscal Year for which funds for this Agreement were appropriated by County as provided in Paragraph 5 (COUNTY'S OBLIGATION FOR CURRENT AND FUTURE FISCAL YEARS).

(3) In the event that this Agreement is terminated, then:

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

(b) If Contractor is in possession of any equipment, furniture, removable fixtures, materials, or supplies owned by County as provided in Paragraph 42 (PURCHASES), the same shall be immediately returned to County.

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

D. Suspension of Payments: At the sole discretion of Director, payments to Contractor under this Agreement shall be suspended if Director determines that Contractor is in default under any of the provisions of this Agreement or if State fails to make prompt payment as determined by Director on County's claims to State.

E. Six Months Notification of Agreement Expiration: Contractor shall notify County when this Agreement is within six (6) months of expiration. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 64 (NOTICES).

2. ADMINISTRATION: Director shall have authority to administer this Agreement on behalf of County. Contractor shall designate in writing a Contract Manager who shall function as liaison with County regarding Contractor's performance hereunder.

3. DESCRIPTION OF SERVICES: Contractor shall provide clinical laboratory services for patients/clients of County at the clinics, as described in Exhibit A (CLINICAL LABORATORY SERVICES). Contractor shall provide clinical laboratory services only according to the test list approved by Director -- Exhibit B (TEST PRICE LIST), and as otherwise requested by Director following procedures set forth in Exhibit A (CLINICAL LABORATORY SERVICES), Paragraph 13 (BILLING AND AUDIT REQUIREMENTS), Subparagraph E (TEST PRICE LIST).

4. FINANCIAL PROVISIONS:

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

B. Reimbursement For Initial Period: The Maximum Contract Amount for the Initial Period of this Agreement as described in Paragraph 1 (TERM) shall not exceed SEVEN HUNDRED TEN THOUSAND DOLLARS ($710,000). Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder during the Initial Period. Furthermore, Contractor shall inform County when up to 75 percent (75%) of the Maximum Contract Amount has been incurred. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 64 (NOTICES).

C. Reimbursement If Agreement Is Automatically Renewed:

(1) Reimbursement For First Automatic Renewal Period: The Maximum Contract Amount for the First Automatic Renewal Period of this Agreement as described in Paragraph 1 (TERM) shall not exceed SEVEN HUNDRED TEN THOUSAND DOLLARS ($710,000). Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder during the First Automatic Renewal Period. Furthermore, Contractor shall inform County when up to 75 percent (75%) of the Maximum Contract Amount has been incurred. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 64 (NOTICES).

(2) Reimbursement For Second Automatic Renewal Period: The Maximum Contract Amount for the Second Automatic Renewal Period of this Agreement as described in Paragraph 1 (TERM) shall not exceed SEVEN HUNDRED TEN THOUSAND DOLLARS ($710,000). Notwithstanding any other provision of this Agreement, in no event shall

County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder during the Second Automatic Renewal Period. Furthermore, Contractor shall inform County when up to 75 percent (75%) of the Maximum Contract Amount has been incurred. Contractor shall send notice to those persons and addresses which are set forth in Paragraph 64 (NOTICES).

(3) Reimbursement For Third Automatic Renewal Period: The Maximum Contract Amount for the Third Automatic Renewal Period of this Agreement as described in Paragraph 1 (TERM) shall not exceed SEVEN HUNDRED TEN THOUSAND DOLLARS ($710,000). Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder during the Third Automatic Renewal Period. Furthermore, Contractor shall inform County when up to 75 percent (75%) of the Maximum Contract Amount has been incurred. Contractor shall send such notice to those person and addresses which are sent forth in Paragraph 64 (NOTICES).

(4) Reimbursement For Fourth Automatic Renewal Period: The Maximum Contract Amount for the Fourth Automatic Renewal Period of this Agreement as described in Paragraph 1 (TERM) shall not SEVEN HUNDRED TEN THOUSAND DOLLARS ($710,000). Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder during the Fourth Automatic Renewal Period. Furthermore, Contractor shall inform County when up to 75 percent (75%) of the Maximum Contract Amount has been incurred. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 64 (NOTICES).

D. Government Funding Restrictions: This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State, including, but not limited to, those contained in State's Budget Act, which may in any way affect the provisions or funding of this Agreement. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.

E. Patient/Client Eligibility, UMDAP Fees, Third Party Revenue, and Interest:

(1) Contractor shall comply with all County, State, and Federal requirements and procedures, as described in WIC Sections 5709, 5710 and 5721, relating to: (1) the determination and

collection of patient/client fees for services hereunder based on UMDAP and DMH's Revenue Manual, (2) the eligibility of patients/clients for Short-Doyle/Medi-Cal, Medicare, private insurance, or other third party revenue, and (3) the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. Contractor shall vigorously pursue and report collection of all patient/client and other revenue.

(2) All fees paid by patients/clients receiving services under this Agreement and all fees paid on behalf of patients/clients receiving services hereunder shall be utilized by Contractor only for the delivery of clinical laboratory services specified in this Agreement.

(3) Contractor shall not retain any fees paid by any resources for or on behalf of Medi-Cal beneficiaries and/or Title IV-A Emergency Assistance recipients without having those fees deducted from the cost of providing the clinical laboratory services specified in this Agreement.

F. Limitation of County's Obligation Due to Nonappropriation of Funds: Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during this or any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each such fiscal year. Should County, during this or any subsequent fiscal year impose budgetary restrictions which appropriate less than the amount provided for in Subparagraph B (Reimbursement For Initial Period) and Subparagraph C (Reimbursement If Agreement Is Automatically Renewed) of this Agreement, County shall reduce services under this Agreement consistent with such imposed budgetary reductions. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Contractor of any such changes in allocation of funds at the earliest possible date.

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

Contractor shall provide Director with a current update of all Contractor's expenditures and commitments of such non-County funds during such Fiscal Year or other applicable time period. If Director, in his sole judgment, determines from such review that there will be any nonexpenditure of such non-County funds, then Director, to the extent authorized by County's Board of Supervisors, shall reduce the Maximum Contract Amount for the applicable Fiscal Year up to the amount of such anticipated nonexpenditure, or Director shall recommend to County's Board of Supervisors a reduction in the Maximum Contract Amount for the applicable Fiscal Year up to the amount of such anticipated nonexpenditure. If Director determines to reduce, or recommend a reduction in, the Maximum Contract Amount for such Fiscal Year, then Director shall notify Contractor in writing and shall provide Contractor with the revised Maximum Contract Amount for such Fiscal Year. Any reduction in the Maximum Contract Amount for the applicable Fiscal Year shall be effected by an amendment to this Agreement pursuant to Paragraph 36 (ALTERATION OF TERMS) which shall set forth the revised Maximum Contract Amount for such Fiscal Year. Notwithstanding any other provision of this Agreement, the revised Maximum Contract Amount for such Fiscal Year shall entirely supersede the then existing Maximum Contract Amount as of the date determined by Director or County's Board of Supervisors and set forth in the amendment.

H. Contractor Requested Changes:

(1) If Contractor desires any change in the terms and conditions of this Agreement, Contractor shall request such change in writing prior to April 1 of the Fiscal Year for which the change would be applicable, and all changes shall be made by an amendment pursuant to Agreement Paragraph 36 (ALTERATION OF TERMS).

(2) If Contractor requests to increase or decrease any Maximum Contract Amount, such request and all reports, data, and other information requested by DMH's Contracts Development and Administration Division, shall be received by DMH's Contracts Development and Administration Division for review prior to April 1 of the Fiscal Year in which the increase or decrease has been requested by Contractor.

I. Delegated Authority: Notwithstanding any other provision of this Agreement, County's Department of Mental Health Director may, without further action by County's Board of Supervisors, prepare and sign amendments to this Agreement during the remaining term of this Agreement, under the following conditions:

(1) County's total payments to Contractor under this Agreement, for each Fiscal Year of the term of this Agreement, shall not exceed or shall not be reduced by more than ten percent of the applicable Maximum Contract Amount; and

(2) Any such increase shall only be used for additional services or to reflect program and/or policy changes that affect this Agreement; and

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

(4) Approval of County Counsel and the Chief Administrative Officer is obtained prior to any such amendment to this Agreement; and

(5) County's Department of Mental Health Director shall notify County's Board of Supervisors and Chief Administrative Officer of all Agreement changes, in writing, within fifteen days following execution of any such amendment(s).

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

K. 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 Contractor regarding said reduction in payment obligation shall be provided within thirty (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.

5. COUNTY'S OBLIGATION FOR CURRENT AND FUTURE FISCAL YEARS: Notwithstanding any other provision of this Agreement, this Agreement shall not be effective and binding upon the parties unless and until County's Board of Supervisors appropriates funds for purposes hereof in County's Budget for County's current Fiscal Year. Further, County shall not be obligated for Contractor's performance hereunder or by any provisions of this Agreement during any of County's future Fiscal Years unless and until County's Board of Supervisors appropriates funds for purposes hereof in County's Budget for each such future Fiscal Year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last Fiscal Year for which funds were appropriated.

6. BILLING AND PAYMENT: Contractor shall bill County, monthly in arrears, for all clinical laboratory tests provided for patients/clients at the clinic according to the schedule approved by Director and as otherwise requested by Director. All payments by County to Contractor shall be based on the number and types of clinical laboratory tests provided for patients/clients at the clinic and shall be in accordance with Contractor's Unit Prices per Test as shown on Exhibit B (TEST PRICE LIST). All billings shall be submitted on forms approved by Director and shall clearly identify each specific test billed and Contractor's Unit Price Per Test as shown on Exhibit B as well as the other information required under this Agreement. Billings shall be submitted to County no later than the tenth day of the month following the month the test was provided. County shall pay Contractor within thirty calendar days after receipt of complete, verified, and correct billings less adjustments, if any.

7. COUNTY AUDIT SETTLEMENTS:

A. If, at any time during the term of this Agreement or at any time after the expiration or termination of this Agreement, authorized representatives of County conduct an audit of Contractor regarding the services provided hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Contractor, then, the difference shall be either: (1) repaid by Contractor to County by cash payment upon demand and/or (2) at the sole discretion of Director, deducted from any amounts due by County to Contractor, whether under this Agreement or otherwise. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment within thirty calendar

days, provided that in no event shall County's Maximum Contract Amount as set forth in Paragraph 4 (FINANCIAL PROVISIONS) be exceeded.

B. Failure on the part of Contractor to comply with any of the terms of this Paragraph 7 shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

8. STAFFING: Contractor shall operate throughout the term of this Agreement with staff, including, but not limited to, professional staff, who approximate the type and number as indicated in the Contractor's Proposal/Negotiation Package.

9. 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 Agreement with particular emphasis on the supervision of para-professionals, interns, students, and clinical volunteers.

10. PROGRAM SUPERVISION, MONITORING AND REVIEW: Pursuant to WIC Section 5608 and CCR Title 9, Section 521, all services hereunder shall be provided by Contractor under the general supervision of Director. Director shall have the right to monitor and specify the kind, quality, appropriateness, timeliness, amount of services, and the criteria for determining the persons to be served. In the event of a State audit of this Agreement, if State auditors disagree with County's written instructions to Contractor in its performance of this Agreement, and if such disagreement results in a State disallowance of any of Contractor's costs hereunder, then County shall be liable for Contractor's disallowed costs as determined by State. Authorized County and/or State representatives shall have the right to review and monitor Contractor's facilities, programs, and procedures at any reasonable time.

11. RECORDS AND AUDITS:

A. Patient/Client Records: Contractor shall maintain a detailed record of services performed for each patient/client.

B. Financial Records: Contractor shall prepare and maintain complete financial records in accordance with generally accepted accounting principles and also in accordance with any additional written guidelines, standards, and procedures required by Director pertaining to any services provided under this

Agreement. These records shall include supporting documentation and other information sufficient to properly reflect Contractor's provision of services hereunder, including, but not limited to, its cost of providing such services and all charges billed to County.

C. All such records (patient/client and financial) shall be retained by Contractor for a minimum period of five years following the expiration or termination of this Agreement. During such five year period, as well as during the term of this Agreement, all such records shall be retained by Contractor at a location in Los Angeles County and shall be made available at such location during County's normal business hours to authorized representatives of County or the State and Federal governments for purposes of inspection and audit.

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

12. REPORTS:

A. Contractor shall make reports as required by Director or by State regarding Contractor's activities and operations as they relate to Contractor's performance of this Agreement. In no event may County require such reports unless it has provided Contractor with a written explanation of the procedures for reporting the required information.

B. 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 as

referenced in the Department's Request For Proposals (RFP), Section 10.8 (EVALUATION CRITERIA) and Subsection 10.8.4 (Financial Stability).

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

14. 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.

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

A. Elders and Dependent Adults Abuse: Contractor, and all persons employed or subcontracted by Contractor, shall comply with WIC Section 15630 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, 15631 and 15632. Contractor and all persons employed or subcontracted by Contractor, shall make the report on such abuse, and shall submit all required information, in accordance with WIC Sections 15630, 15633 and 15633.5.

B. Minor Children Abuse: Contractor and all persons employed or subcontracted by Contractor, shall comply with California Penal Code (hereafter "PC") 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 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 PC Sections 11166 and 11167.

C. Contractor Staff:

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

(2) Although clerical and other non-treatment staff is not required to report suspected cases of abuse, they should 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, or shall take other appropriate action to fully protect all persons receiving services under this Agreement concerning, 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.

16. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision of services hereunder because of race, religion, national origin, ancestry, sex, age, marital status, or physical or mental handicap, in accordance with requirements of Federal and State law. For purposes of this Paragraph 16, 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 quota, 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 action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, religion, national origin, ancestry, sex, age, marital status, or physical or mental handicap.

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

17. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to, or because of, race, religion, national origin, ancestry, sex, age, marital status, physical handicap, or political affiliation, and in compliance with all applicable Federal and State anti-discrimination laws and regulations.

B. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, religion, national origin, ancestry, sex, age, marital status, physical handicap, or political affiliation. Such action shall include, but is not limited to, the following: 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.

C. Contractor shall deal with its subcontractors, bidders, or vendors without regard to or because of race, religion, ancestry, national origin, sex, age, marital status, physical handicap, or political affiliation.

D. Contractor shall allow County representatives access to its employment records during

regular business hours to verify compliance with the provisions of this Paragraph 17 when so requested by Director.

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

F. In the event that Contractor violates any of the anti-discrimination provisions of this Paragraph 17, County shall be entitled, at its option, to the sum of FIVE HUNDRED DOLLARS ($500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

18. FAIR LABOR STANDARDS:

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

19. INDEMNIFICATION AND INSURANCE:

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

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

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

1) Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to *Department of Mental Health, 550 South Vermont Avenue, Contracts Development and Administration Division, 5th Floor, Los Angeles, CA 90020,* prior to commencing services under this Agreement. Such certificates or other evidence shall:

(a) Specifically identify this Agreement.

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

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

(d) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Agreement.

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

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

(3) Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the contract upon which County may immediately terminate or suspend this Agreement. County at its sole option may obtain damages from Contractor resulting from said breach. Alternatively,

County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

(4) Notification of Incidents, Claims or Suits: Contractor shall report to County:

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

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

(c) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County contract manager.

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

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

6) Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all sub-contractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(a) Contractor providing evidence of insurance covering the activities of sub-contractors, or

(b) Contractor providing evidence submitted by sub-contractors evidencing that sub-contractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of sub-contractor insurance coverage at any time.

C. Insurance Coverage Requirements:

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

General Aggregate:	Two Million Dollars ($2,000,000
Products/Completed Operations Aggregate:	One Million Dollars ($1,000,000)
Personal and Advertising Injury:	One Million Dollars ($1,000,000)
Each Occurrence:	One Million Dollars ($1,000,000)

2) Automobile Liability: Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than One Million Dollars_($1,000,000) for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

3) Workers Compensation and Employers' Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall be provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers" Compensation Act, Jones Act or any other Federal Law for which Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	One Million Dollars ($1,000,000)
Disease – policy limit:	One Million Dollars ($1,000,000)
Disease – each employee:	One Million Dollars ($1,000,000)

4) Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.

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

sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

21. CONFLICT OF INTEREST:

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

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

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

23. INDEPENDENT STATUS OF CONTRACTOR:

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

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

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

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

25. CONSIDERATION FOR HIRING GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. The County will refer GAIN/GROW participants, by job category, to the Contractor in the event that both laid-off county employees and GAIN/GROW participants are available for hiring, County employees shall be given priority.

26. DELEGATION AND ASSIGNMENT BY CONTRACTOR:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any

attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

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

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

27. <u>SUBCONTRACTING:</u>

A. No performance of this Agreement, or any portion thereof, shall be subcontracted by Contractor, without the prior written consent of County as provided in this Paragraph 27. Any attempt by Contractor to subcontract any performance, obligation, or responsibility under this Agreement, without the prior written consent of County, shall be null and void and shall constitute a material breach of this Agreement. Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement.

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

(1) The reasons for the particular subcontract.

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

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

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

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

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

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

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

E. Notwithstanding any County consent to any subcontracting, Contractor shall remain fully liable and responsible for any and all performance required of it under this Agreement, and no subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit in any way any of County's rights or remedies contained in this Agreement. Additionally, County approval of any subcontract shall not be construed in any way to constitute the determination of the allowability or appropriateness of any cost or payment under this Agreement.

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

any subcontractor, or to any officers, employees, or agents of Contractor or any subcontractor, for any liability, damages, costs or expenses arising from or related to County's exercise of such right.

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

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

I. In the event that County consents to any subcontracting, such consent shall apply to each particular subcontract only and shall not be, or be construed to be, a waiver of this Paragraph 27 or a blanket consent to any further subcontracting.

J. In the event that County consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation to all subcontractors and their officers, employees, and agents.

K. Contractor shall deliver to the Chief of DMH's Contracts Development and Administration Division a fully executed copy of each subcontract entered into by Contractor pursuant to this Paragraph 27, on or immediately after the effective date of the subcontract but in no event later than the date any services are performed under the subcontract.

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

M. County shall have no liability or responsibility whatsoever for any payment or other

compensation for any subcontractor or its officers, employees, and agents.

N. Director is hereby authorized to act for and on behalf of County pursuant to this Paragraph 27, including, but not limited to, consenting to any subcontracting.

28. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, Americans with Disabilities Act (ADA) standards, and directives applicable to its performance hereunder. Further, all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

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

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

30. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by all Federal, State, and local laws, ordinances, rules, regulations, guidelines and directives, which are applicable to Contractor's facility and services under this Agreement. Contractor shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder.

31. TERMINATION FOR INSOLVENCY:

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

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

Contractor is insolvent within the meaning of the Federal Bankruptcy Code.

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

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

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

B. The rights and remedies of County provided in this Paragraph 31 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

32. TERMINATION FOR DEFAULT:

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

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

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

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

C. The rights and remedies of County provided in this Paragraph 32 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

33. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with

respect to the award, amendment, of extension the Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by the Contractor.

Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 974-0914 or (800) 544-6861.

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

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

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

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

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

resolved by giving precedence first to the body of this Agreement and then to such other documents according to the following priority:

1. Exhibit A, B, C, D, E, F, and G.

2. Contractor's Negotiation Package.

38. WAIVER: No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 38 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement

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

40. CONTRACTOR'S OFFICES: Contractor's business offices are located at: 18408 Oxnard Street, Tarzana, CA 91356. Contractor shall notify in writing DMH's Contracts Development and Administration Division, 550 South Vermont Avenue, Fifth Floor, Los Angeles, California 90020, of any change in its business address at least ten days prior to the effective date thereof.

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

42. PURCHASES:

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

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

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

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

D. Protection of Property in Contractor's Custody: Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds, against any damage or loss by fire, burglary, theft, disappearance, vandalism or misuse. In the event of any burglary, theft, disappearance, or vandalism of any item of furniture, fixtures, equipment, materials, and supplies, Contractor shall immediately notify the police and make a written report thereof, including a report of the results of any investigation which may be made. In the event of any damage or loss of any item of furniture, fixtures, equipment, materials, and supplies, from any cause, Contractor shall immediately send Director a detailed, written report. Contractor shall contact DMH's Administrative Services Division for instructions for disposition of any such property which is worn out or unusable.

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

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

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

45. RULES AND REGULATIONS: During the time that Contractor's employees or subcontractors are at any of County's facilities, Contractor and such persons shall be subject to the rules and regulations of the particular facility. The administrator of each of County's facilities served hereunder shall furnish a copy of its rules and regulations to Contractor prior to execution of this Agreement and, during the term of this Agreement, shall furnish Contractor with any changes thereto as from time to time may be adopted. It is the responsibility of Contractor to acquaint itself and such persons who may provide services hereunder with all such rules and regulations. Contractor agrees to permanently withdraw any of its employees or subcontractors from the provision of services hereunder upon written notice from Director that: (1) any such employee or subcontractor has violated such rules or regulations or (2) such employee's actions, while on County premises, indicate that such employee may adversely affect the delivery of mental health care services. Director must submit with such notice a written statement of the facts supporting any such alleged violation or action.

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

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

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

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

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

49. 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 days thereafter, shall notify Director in writing.

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

51. MAINTENANCE STANDARDS FOR SERVICE DELIVERY SITES: Contractor shall assure that all locations where services are provided under this Agreement are operated at all times in accordance with all County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facility(ies) shall include a review of compliance with this Paragraph 51.

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

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

The mandatory bases for 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 fraudulent claim. Persons controlling or managing excluded entities who knew of the conduct leading to the exclusion can themselves be excluded, and entities which are owned and controlled by excluded individuals can also be excluded.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion 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 E as part of its obligation under this Paragraph 52.

Failure by Contractor to meet the requirements of this Paragraph 52 shall constitute a material breach of Agreement upon which County may immediately terminate or suspend this Agreement.

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

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

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

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

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

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

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

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

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

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

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

54. CHILD SUPPORT COMPLIANCE PROGRAM:

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

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

B. Termination of Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program: Failure of Contractor to maintain compliance with the requirements set forth pursuant to Subparagraph A (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 32 (TERMINATION FOR DEFAULT) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202..

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

56. USE OF RECYCLED-CONTENT PAPER PRODUCTS: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use

recycled-content paper to the maximum extent possible on the Project.

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

58. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:

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

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

C. Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of HIPAA law and implementing regulations related to Transactions and Code Sets, Privacy, and Security. Each party further agrees to indemnify and hold harmless the other party

(including their officers, employees and agents) for its failure to comply with HIPAA.

59. COMPLIANCE WITH JURY SERVICE PROGRAM:

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

B Written Employee Jury Service Policy:

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

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

(3) If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its

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

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

60. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment VII of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

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

62. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76); The Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-

awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded form securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded form securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

63. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE (if applicable): The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Exhibit G, 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)

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

To Contractor: Unilab Corporation dba Quest Diagnostics
18408 Oxnard Street
Tarzana, CA 91356
Attention Robert Moverly

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

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

COUNTY OF LOS ANGELES

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

Unilab Corporation dba
Quest Diagnostics
CONTRACTOR

By _____

Name Robert Moverly

Title Managing Director
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development
and Administration Division

EXHIBIT A

CLINICAL LABORATORY SERVICES

1. GENERAL: Contractor shall provide clinical laboratory test services as requested by Director for mental health patients/clients treated at the clinics. Contractor shall maintain at all times qualified personnel, equipment, and supplies to perform the services under this Agreement, including, but not limited to, the following:

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

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

C. Contractor shall analyze routine tests according to Exhibit B (TEST PRICE LIST) and shall analyze STAT tests as soon as possible.

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

particular test at the clinic shall follow.

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

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

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

A. Turn-Around Time: For routine laboratory tests, it shall be the interval between the time the specimens are picked up (a routine schedule pick up time established by Director for each clinic) and the time the printed result(s) is (are) returned to the concerned clinic; and for STAT laboratory tests, the interval from the time Contractor is notified that a STAT specimen is available for pick up to the time that the printed result is transmitted and produced on a printer in the concerned clinic or a documented telephone result is reported to the concerned clinic when a printer is not available in the concerned clinic.

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

C. STAT Service: Upon receipt of a request to provide clinical laboratory services at once, Contractor shall: (1) immediately dispatch a qualified representative

to pick up the specimen, (2) perform the test as rapidly as possible, (3) report the result by computer terminal printout to the concerned clinic or by documented telephone report or other equally rapid and available means (e.g., computer printout, facsimile copy, etc.) as soon as the test is completed; and (4) return a written copy of the reported tests to such clinic according to the same reporting requirements set forth in this Agreement.

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

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

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

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

Director shall be given written notice at least thirty days after any changes to the laboratory director(s) or any staff pathologist. Such notice shall include the new laboratory director's or new staff pathologist's current curricula vitae.

B. Contractor shall at any time have sufficient numbers of full-time applicable State licensed physician, M.D.s and Ph.D.s commensurate with the

complexity, diversity, and quantity of tests performed at that time.

C. Contractor shall at any time have sufficient numbers of full-time applicable State certified/licensed phlebotomists, cytotechnologists, and other laboratory personnel, commensurate with the complexity, diversity, and quantity of tests performed at that time.

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

E. Contractor shall provide hereunder cytology services directly supervised by a licensed pathologist or by another licensed physician who has written approval of Director as being qualified in cytology to supervise the provision of cytology services hereunder.

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

5. QUALITY CONTROL AND QUALITY ASSURANCE: Contractor shall have an ongoing system of quality control and keep quality control records for each laboratory test it performs which shall include, but are not necessarily limited to: (1) methods for determination of accuracy consistent with national quality and performance standards and (2) participation in national proficiency testing programs. County representatives, duly authorized by Director, shall have access to these records when such access is

required for the administration or audit of this Agreement. In addition, Contractor shall be prepared to provide details of its procedures, including documentation of source material, accuracy, sensitivity, specificity, and precision for each test provided; and Contractor shall provide accurate information regarding proper conditions for collecting test samples, including proper preservation and of samples, as well as information on patient conditions, medications, or other alterations of the sample which may interfere with tests results or other proper interpretation of tests results.

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

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

6. TEST AVAILABILITY: All tests shall be completed and the results made available as quickly as possible. All tests specified in Exhibit B shall be performed by Contractor's laboratory except for those tests which may be performed by the subcontractors approved by County under Paragraph 27 (SUBCONTRACTING) of the body of this Agreement.

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

Contractor shall provide all vials, bottles, and other supplies required to stabilize samples and maintain sample integrity in transit to its laboratory. Such supplies shall be provided as needed by the clinic and at no additional cost to County. All supplies regularly available to Contractor's regular commercial customers shall be available to County.

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

9. REPORTING REQUIREMENTS:

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

Except as provided in Subparagraph D, a written report of a test result shall be delivered to the concerned clinic within seven days after receipt by Contractor of the specimen. All written reports shall include interpretation of cytology and histology specimens. Cytology reports shall include any previous history on the patient/client available to Contractor, the class of the cytological findings, the pathological description,

the list of the types of cells found on the slide, a description of the probable hormonal effects, a recommendation for clinic follow-up, and a report of any infectious agent that can be diagnosed from the slide. Histopathology reports shall include any previous history on the patient/client available to Contractor, detailed gross specimen(s) and microscopic examination descriptions, clinical interpretation of the laboratory test result, correlation of cytology and histopathology clinical material (if available and applicable), and any additional comment or information provided by Contractor's laboratory pathologist.

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

(1) On tests requiring twenty-four hours turn-around-time, when the twenty-four hour period terminates at a time when the concerned clinic is closed.

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

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

D. Payment for a test requested hereunder shall be disallowed for each incomplete report, or for failure to observe a specified reporting protocol, or for any test that is not reported in the manner or time specified in this Agreement, unless: (1) turn around time requested by the concerned clinic is shorter than specified herein, (2) specimen processing is delayed due to illegible, ambiguous, improper or otherwise unclear test requisition, or where (3) acts of God or nature, beyond the control of

Contractor or County, are the cause.

E. Monthly Report According to Bethesda Reporting System: If requested by Director, Contractor shall prepare a monthly summary report which indicates:

(1) The number of each cytologic category of cytology specimens received from clinic during that month and the percentage of total cytology specimens that each cytologic category represents.

(2) The number of each cytologic category of cytology specimens received by Contractor from all sources during that month and the percentage of total specimens received by Contractor that each cytologic category represents.

(3) A list (alphabetically by patient/client name and file number) of all cytologies (greater than or equal to) low grade SIL for clinic for that month.

F. Quarterly Correlation Summary: If requested by Director, Contractor shall provide a quarterly summary report containing the following information:

(1) Alphabetic listing of patients/clients having cytologies (greater than or equal to) low grade SIL including a date sequential record for the initial abnormal pap smear, repeat pap smears, diagnostic, therapeutic and pending procedures for an individual patient/client;

(2) Once a patient/client has a report of a cytology (greater than or equal to) low grade SIL, that patient/client shall be included in every quarterly correlation summary until two consecutive Within Normal Limit pap smears have been reported.

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

10. PATIENT/CLIENT RECORDS: For any clinic sending cytology and histology specimens to Contractor, Contractor shall maintain a cytology and histology patient/client record system that will allow rapid retrieval of such patient/client records.

For each clinic sending only cytology specimens to Contractor, Contractor shall incorporate such histologic information as is furnished to Contractor by such clinic to a cytology and histology patient/client record system that will allow rapid retrieval of such patient/client records.

All cytology and histology patient/client records shall be maintained in accordance with Paragraph 11 (RECORDS AND AUDITS) of the body of this Agreement.

11. STAT REQUIREMENTS: STAT level service shall be provided by Contractor. STAT service, if requested by Director, shall be provided twenty-four hours per day, seven days per week. If STAT reports are immediately requested by telephone, Contractor shall then use the telephone number of the concerned clinic. Immediately following the telephone call a written report shall be transmitted to such clinic, which shall include all required information.

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

13. BILLING AND AUDIT REQUIREMENTS:

A. Specimen Log: Contractor shall have the ability to retrieve and provide to each clinic and DMH's Accounting Division within fifteen days (excluding Saturday, Sunday, and holidays) after the end of each calendar month the following information:

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

(2) Patient's/client's identification number.

(3) Patient's/client's location (clinic address).

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

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

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

(7) Cost of each test performed and reported.

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

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

(10) Contract turn-around time.

(11) Credits, if any.

B. Clinical Laboratory Request Form: Each clinic shall prepare a Clinical Laboratory Request Form for each patient/client receiving services hereunder; retain a copy of the Clinical Laboratory Request Form in the patient's/client's chart; and shall forward a copy of the Clinical Laboratory Request form to the Accounting Division.

Contractor shall also retain a copy of each Clinical Laboratory Request Form which shall contain at the minimum:

(1) Date test was requested and date specimen was obtained.

(2) Name of clinic.

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

(4) Patient's/client's name and identification number.

(5) Signature of attending County physician, M.D.

(6) Test(s) or panel name.

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

C. Monthly Billing Statement:

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

a. Date of service.

b. Patient/client name.

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

d. Verification of denial, if any.

e. Summary page:

i. Month of service.

ii. Total amount payable identified by each clinic site.

f. Credits, if any.

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

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

Contractor shall bill and collect fees for clinical laboratory services rendered to Medi-Cal and Medicare eligible patients/ clients and to patients/clients with other health care insurance coverage. The Department of Mental Health shall only reimburse Contractor for legitimately denied third party payor claim. Verification of denial must accompany the request for payment.

E. Test Price List: Contractor shall provide clinical laboratory services and submit statements only according to the TEST PRICE LIST (Exhibit B) approved by Director and as otherwise requested by Director. All tests shall be considered quantitative and qualitative assays by the County physician, M.D. ordering the test(s) unless otherwise expressly noted.

The Director shall conduct a review of clinical laboratory tests performed which are not included on the TEST PRICE LIST (Exhibit B) and which County physicians determine as necessary.

EXHIBIT B

TEST PRICE LIST

	DESCRIPTION	CPT	New Fee To LACMH
1.	VENIPUNCTURE FEE	36415	$3.00
2.	BUN	84520	$5.41
3.	CALCIUM, TOTAL	82310	$5.41
4.	CHOLESTEROL	82465	$5.41
5.	GGTP	82977	$5.41
6.	ALKALINE PHOSPHATASE, SERUM	84075	$5.41
7.	POTASSIUM, SERUM	84132	$5.41
8.	SGPT (ALT)	84460	$5.41
9.	SGOT (AST)	84450	$5.41
10.	ALBUMIN, SERUM	82040	$5.41
11.	CREATININE, SERUM	82565	$5.47
12.	PREGNANCY TEST, URINE	81025	$5.47
13.	URINALYSIS, COMPLETE	81001	$6.74
14.	PCP URINE (QUAL)	80101	$6.77
15.	CBC W/DIFF	85025	$7.04
16.	AMPHETAMINES, EMIT, SEMI-QUANTI	82145	$7.15
17.	COCAINE, EMIT SEMI-QT	80299	$7.15
18.	PROTHROMBIN TIME (PT)	85610	$7.93
19.	T-3 UPTAKE	84479	$8.25
20.	T4 (THYROXINE), EIA	84436	$8.25
21.	GLUCOSE, FASTING	82947	$8.38

	DESCRIPTION	CPT	New Fee To LACMH
22.	LIVER PROFILE #1	80008	$8.58
23.	HEPATIC FUNCTION PANEL A	80076	$8.58
24.	ELECTROLYTES	80051	$8.70
25.	BETA STREP CULTURE GROUP B	87081	$8.80
26.	RPR (SYPHILIS SEROLOGY)	86592	$9.21
27.	VDRL, SERUM	86592	$9.21
28.	RETICULOCYTE COUNT, CYTOMETRIC	85045	$9.28
29.	BETA-HCG QUAL	84703	$9.28
30.	CO2	82374	$9.61
31.	ABO WITH RH TYPING	PANEL	$9.69
32.	PARTIAL THROMBOPLASTIN TIME	85730	$9.75
33.	PHOSPHORUS, SERUM	84100	$9.81
34.	SED RATE- WESTERGREN	85652	$9.81
35.	WBC	85048	$9.81
36.	CHEMPANEL 19	80019	$10.37
37.	AMYLASE	82150	$11.28
38.	MORPHINE URINE QUAL	80101	$11.58
39.	MARIJUANA URINE (SEMI-QT) 20NG	8010290	$11.92
40.	MARIJUANA SCREEN, URINE	8010190	$11.92
41.	SENSITIVITY	87186	$12.45
42.	METHAMPHETAMINES	80101	$12.49
43.	MONO TEST	86308	$12.49
44.	HDL CHOLESTEROL	PANEL	$13.33
45.	STAT SET-UP FEE	99058	$13.70

	DESCRIPTION	CPT	New Fee To LACMH
46.	THYROID PANEL (T3, T4)	PANEL	$13.70
47.	STAT PICK-UP FEE	99050	$13.70
48.	T7	PANEL	$13.70
49.	LITHIUM, SERUM	80178	$14.30
50.	MYSOLINE/PHENOBARBITAL PANEL	PANEL	$14.51
51.	TEGRETOL (CARBAMAZEPINE) TOTAL	80156	$14.51
52.	BASIC METABOLIC PANEL (BMP)	80007	$14.54
53.	BASIC METABOLIC PANEL (BMP)	80048	$14.54
54.	CK, TOTAL	82550	$14.74
55.	URINE CULTURE	87086	$15.15
56.	URINE CULTURE & ID	PANEL	$15.15
57.	CULTURE, PRESUMPTIVE URINE ID	87088	$15.15
58.	THROAT CULTURE	87070	$15.15
59.	DILANTIN (PHENYTOIN)	80185	$15.91
60.	TSH-SERUM (3RD GENERATION)	84443	$17.08
61.	MAGNESIUM, SERUM	83735	$18.08
62.	IRON & IRON BINDING CAPACITY	PANEL	$19.02
63.	HEMOGLOBIN A1C	83036	$19.26
64.	PHENOBARBITAL	80184	$19.26
65.	ANA	86038	$20.56
66.	LIPID PANEL	80061	$20.70
67.	FOLIC ACID, SERUM	82746	$20.97
68.	VITAMIN B12	82607	$22.19
69.	FTA-ABS	86781	$23.32

	DESCRIPTION	CPT	New Fee To LACMH
70.	HEP B SURF AB (QUANT)	86706	$23.77
71.	CERULOPLASMIN	82390	$24.82
72.	ALCOHOL, BLOOD	82055	$25.07
73.	ALCOHOL, URINE	8205590	$25.07
74.	STOOL CULTURE	PANEL	$25.22
75.	LYME DISEASE AB, ELISA	86618	$25.64
76.	HIV-1 AB ELISA	86701	$26.02
77.	LEAD, BLOOD	83655	$26.05
78.	LEAD, BLOOD (CHDP)	83655	$26.05
79.	LEAD, BLOOD (PEDIATRIC)	83655	$26.05
80.	ETHANOL (BLOOD ALCOHOL)	82055	$28.09
81.	ALCOHOL, BLOOD	8205590	$28.09
82.	FERRITIN	82728	$28.30
83.	GC & CHLAMYDIA DNA PROBES	87800	$28.50
84.	GC & CHLAMYDIA	PANEL	$28.50
85.	BLOOD CULTURE	87040	$30.15
86.	CHEM 3, ESR, C-REACTIVE, RA, ASO	PANEL	$30.98
87.	COPPER	82525	$31.80
88.	TOXOPLASMA AB IGG	86777	$32.18
89.	OSMOLALITY, URINE	83935	$33.03
90.	URINE DRUG SCREEN #4	8010090	$33.06
91.	CORTISOL	82533	$34.11
92.	CEA, ABBOTT	82378	$36.40
93.	VALPROIC ACID (DEPAKENE)	80164	$36.69

	DESCRIPTION	CPT	New Fee To LACMH
94.	FSH, SERUM	83001	$36.81
95.	LUTEINIZING HORMONE	83002	$40.41
96.	VITAMIN B12 & FOLATE	PANEL	$41.56
97.	PROGESTERONE	84144	$43.30
98.	OPIATES URINE (QUAL) GC/MS	80101	$43.70
99.	T7, TSH	PANEL	$43.95
100	NORTRIPTYLINE (AVENTYL)	80182	$44.03
101	ELAVIL (AMITRIPTYLINE)	PANEL	$45.43
102	HEPATITIS C VIRUS ANTIBODY	86803	$46.38
103	PROLACTIN, SERUM	84146	$46.59
104	TOXOPLASMA AB IGM	86778	$47.60
105	COCAINE SERUM (QUANT) GC/MS	82520	$48.18
106	DOXEPIN (SINEQUAN)	80166	$48.83
107	IMIPRAMINE (TOFRANIL)	80174	$48.83
108	DESIPRAMINE (NORPRAMIN)	80160	$48.83
109	MELLARIL (THIORIDAZINE)	84022	$48.83
110	LUDIOMIL LEVEL	80299	$48.83
111	DESYREL (TRAZODONE)	80299	$48.83
112	HBSAAG, HAA, HBCAB, HBSAB, HAV	PANEL	$53.77
113	PROSTATIC SPEC. ANTIGEN (PSA)	84153	$54.19
114	TESTOSTERONE, TOTAL	84403	$54.95
115	HALDOL (HALOPERIDOL)	80173	$55.23
116	CLOZAPINE	82491	$56.64
117	ESTROGENS (ESTRADIOL)	82670	$59.31

	DESCRIPTION	CPT	New Fee To LACMH
118	CPK ISOENZYMES	PANEL	$60.78
119	CLONAZEPAM (KLONOPIN)	80154	$69.49
120	DRUG SCREEN, SERUM	80100	$96.16
121	LUPUS PROFILE	PANEL	$111.08
122	COMPREHENSIVE HEP B PROFILE	PANEL	$112.92
123	COMP. EPSTEIN BARR VIRUS AB.	PANEL	$141.68

EXHIBIT C

CONTRACTOR EMPLOYEE
ACKNOWLEDGEMENT OF EMPLOYER

I understand that _____, is my sole employer for purposes of this employment.

I rely exclusively upon_____, for payment of all salary and any and all other benefits payable to me or on my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County 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 during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any contract between my employer, _____ _____, and the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

NAME: _____

DATE: _____

NAME: _____
Print

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

SUBCONTRACT(S)

Contractor's request to County shall include:

1. The reasons for the particular subcontract.

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

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

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

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

6. Any other information and/or certifications requested by County.

Contractor shall remain responsible for any and all performance required of it under this Agreement.

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

This list in no way limits the terms and conditions as set forth in Paragraph 27 (SUBCONTRACTING) of the Legal Entity Agreement.

NOTE: Contractor must have prior written approval from County in order to enter a particular subcontract and all requests must be in writing.

EXHIBIT D

SUBCONTRACTOR EMPLOYEE
ACKNOWLEDGEMENT OF EMPLOYER

I understand that _____, is my sole employer for purposes of this employment.

I rely exclusively upon_____, for payment of all salary and any and all other benefits payable to me or on my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County 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 during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any subcontract between my employer, _____, and any person or entity which has a prime contract with the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

NAME: _____

DATE: _____

NAME: _____
Print

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

EXHIBIT E

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with the DMH Legal Entity Agreement's Paragraph 52 (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 **Unilab Corporation dba Quest Diagnostics**, (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 Robert Moverley
Please print name

Signature of authorized official _____ Date _____

EXHIBIT F

SAFELY SURRENDERED BABY LAW FACT SHEET

(IN ENGLISH AND SPANISH)

No shame.
No blame.
No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.

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

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs 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, workers 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.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns 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?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

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

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts 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 nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena.
Sin culpa.
Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.

En el Condado de Los Angeles

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

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

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿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 del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. 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 recibirá un brazalete igual.

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

Los padres que cambien de opinión pueden empezar 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 Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

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

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

EXHIBIT G

CHARITABLE CONTRIBUTIONS CERTIFICATION

Unilab Corporation dba Quest Diagnostics
Company Name

18408 Oxnard Street, Tarzana, CA 91356
Address

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

Signature

Date

Robert Moverley
Name and Title of Signer (please print)