



CONTRACT NO. MA-042-14011645

FOR

PHLEBOTOMY AND LABORATORY TESTING SERVICES

BETWEEN

**THE COUNTY OF ORANGE
HEALTH CARE AGENCY**

AND

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, A
CONSTITUTIONAL CORPORATION, ON BEHALF OF UC
IRVINE HEALTH**

Table of Contents

Contract Cover Page..... 1
 Table of Contents 2
 Recitals..... 3

ARTICLES

General Terms and Conditions (A-GG) **PAGE**
 3-8

Additional Terms and Conditions (1-36):

1. Scope of Contract 9
 2. Term of Contract 9
 3. Precedence 9
 4. Pricing Structure 9
 5. Fiscal Appropriations – Subject to 9
 6. Contingency of Funds 9
 7. Termination 9
 8. County Project Manager 9
 9. Contractor Project Manager 10
 10. Breach of Contract 10
 11. County of Orange Child Support Enforcement 10
 12. Conflict of Interest 10
 13. Conflict with Existing Law 11
 14. Contractor Bankruptcy/Insolvency 11
 15. Disputes – Contract 11
 16. Notices 11
 17. Contractor’s Records 12
 18. Audits/Inspections 12
 19. News/Information Release 12
 20. California Public Records Act 13
 21. Validity 13
 22. Gratuities 13
 23. Parking 13
 24. Amendments – Changes/Extra Work 13
 25. Reports/Meetings 13
 26. Ownership of Documents 13
 27. EDD Independent Contractor Reporting Requirements 13
 28. Debarment 14
 29. Lobbying 14
 30. Contractor Personnel-Drug Free Workplace 14
 31. Usage 15
 32. Cooperative Agreement 15
 33. Contractor’s Safety Hours and Safety Standards 15
 34. Security – Youth Detention Facilities/Sheriff’s Facilities 15
 35. Disclaimer of Warranties 16
 36. Discounts 16

Signature Page 17

ATTACHMENTS

Attachment A - Scope of Work..... 18-27
 Attachment B – Compensation and Invoicing 28
 Attachment C – Tests Fee Schedule 29-34
 Attachment D – Business Associate Contract 35-40

EXHIBITS

Exhibit 1 - Child Support Enforcement Requirements 41-43

CONTRACT NO. MA-042-14011645**PHLEBOTOMY AND LABORATORY TESTING SERVICES**

This Contract Number MA-042-14011645 (hereinafter "Contract"), is made and entered into this 1st day of July, 2014 ~~2016~~ or upon execution of all necessary signatures between The Regents of the University of California, a Constitutional Corporation, on behalf of UC Irvine Health, (hereinafter "Contractor"), with a place of business at 101 The City Dr, South Rt 38, Orange, CA 92868 and the County of Orange (hereinafter "County"), a political subdivision of the State of California, with a place of business at 200 W. Santa Ana Blvd., Suite #650, Santa Ana, CA 92701-7506, which are sometimes individually referred to as "party", or collectively referred to as "parties".

RECITALS

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

WHEREAS, the Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

WHEREAS, the Contractor agrees to render all the necessary skills, knowledge, material and labor to perform the services; and

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

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLES**GENERAL TERMS AND CONDITIONS**

- A. Governing Law and Venue:** This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.
- B. Entire Contract:** This Contract, when accepted by the Contractor either in writing or by commencement of performance hereunder, contains the entire Contract between the parties with respect to the matters herein and there are no restrictions, promises, representations or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee, hereinafter "Purchasing Agent".
- C. Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- E. Delivery:** Time of delivery of services is of the essence in this Contract. County reserves the right to refuse any services and to cancel all or any part of the services that do not conform to the prescribed Scope of Work. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by County.

- F. Acceptance/Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the services have actually been received or inspected to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. Representation:** Contractor expressly that the goods/services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "GG" below, and as more fully described in paragraph "GG", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the services to conform to such representations, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor represents that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "GG" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
- I. Assignment or Subcontracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-contracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or subcontract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.
- K. Termination:** Either party may terminate this Contract, without cause, upon thirty (30) days written notice given to the other party. Either party may terminate this Contract upon ten (10) days written notice if the other party fails to perform (or breaches) any of the terms of this Contract. The breaching party may be allowed up to thirty (30) days for corrective action.
- L. Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either party to any other remedies provided by law.

- N. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees, nor anyone working under Contractor, shall qualify for workers' compensation or other fringe benefits of any kind through County.
- O. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefor; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.
- P. **Insurance Provisions:** Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense or maintain a program of self-insurance at their own expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an additional insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a zero (0) by the appropriate line of coverage.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the State of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance, or programs of self-insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage	\$1,000,000 per occurrence for owned,

	non-owned and hired vehicles
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$3,000,000 per per occurrence
Sexual Misconduct Liability	\$1,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

1. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
2. A primary non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
3. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.
4. County shall provide Indemnified Party status to Contractor under County's Program of Self-Insurance.

All insurance, except Professional Liability, policies required by this Contract shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Contractor's Professional Liability policy is a "claims made" policy, Contractor shall agree to maintain professional liability coverage for two (2) years following completion of Contract.

Contractor shall forward Insurance certificates to the agency/department address listed on the solicitation.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract which shall be mutually agreed upon in writing. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- Q. Bill and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "GG" below, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
- R. Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- S. Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.
- T. Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within thirty six (36) hours of the start of the delay and Contractor avails itself of any available remedies.
- U. Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees. However, County understands and agrees that Contractor is a public institution, subject to provisions of the California Public Records Act. In the event Contractor receives a request to produce this Contract, or identify any terms, condition, or aspect of this Contract, Contractor will contact County to advise of such release of information, in accordance with applicable law and as outlined in Paragraph 20 of this Contract.
- V. Compliance with Laws:** Contractor represents that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "GG" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- W. Pricing:** The Contract amount shall include full compensation for providing all services as specified herein or when applicable, in the Scope of Work attached to this Contract, and no additional compensation shall be allowed therefor, unless otherwise provided for in this Contract.
- X. Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
- Y. Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- Z. Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- AA. Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

- BB. Attorneys Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.
- CC. Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party has been represented by experienced and knowledgeable independent legal counsel of its own choosing, or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that it has not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing either or both of them. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- DD. Authority:** The parties to this Contract represent that this Contract has been duly authorized and executed and constitutes the legally binding obligation, enforceable in accordance with its terms.
- EE. Waiver of Jury Trial:** Deleted
- FF. Employee Eligibility Verification:** The Contractor represents that it fully complies with all federal and state statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any federal or state statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- GG. Indemnification Provisions:** Contractor agrees to indemnify, defend with counsel approved in writing by County, which approval shall not be unreasonably withheld, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from and against all liability, loss, expense, or claims for injury or damages, arising out of the performance of this Contract, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions including the actual or alleged sexual misconduct of Contractor, its officers, employees or agents.
- County shall indemnify, defend, and hold Contractor, its officers, employees, agents harmless from and against all liability, loss, expense, or claims for injury damages arising out of the performance of this Contract, but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions including the actual or alleged sexual misconduct of County, its officers, employees or agents.
- Neither termination of this Contract nor completion of the acts to be performed under this Contract shall release any party from its obligation to indemnify as to claims or cause of action asserted.

ADDITIONAL TERMS AND CONDITIONS

1. **Scope of Contract:** This Contract, together with its Attachments and Exhibits attached hereto and incorporated herein by reference, specifies the contractual terms and conditions by which the County will procure and receive services from Contractor. The detailed Scope of Work (SOW) is fully set forth and incorporated herein as Attachment A.
2. **Term of Contract:** This Contract shall be in effect from July 1, 2014 2016 through and including June 30, 2015 2017, renewable for four two (4) (2) additional one-year periods. Contract shall be in effect for the time periods specified, unless this Contract is earlier terminated by the parties in accordance with Articles 5, 6, and 7.
3. **Precedence:** The Contract documents consist of this Contract, and its Attachments and Exhibits. In the event of a conflict between the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, the Attachments and then the Exhibits.
4. **Pricing Structure:** The Contractor agrees that no price/fee increases shall be passed along to the County during the term of this Contract. Contractor may discount said prices anytime during the term of the Contract.
5. **Fiscal Appropriations – Subject to:** This Contract is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this Contract. If such appropriations are not approved, the Contract will be terminated without penalty to the County.
6. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may also be contingent upon the receipt of funds from, and/or appropriation of funds by, the State of California to County. If such funding and/or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
7. **Termination**
 - A. **Termination – Default:** If Contractor is in default of any of its obligations under this Contract and has not commenced cure within ten (10) days after receipt of a written notice of default from County and cured such default within the time specified in the notice, the County shall immediately be entitled to either commence resolution in accordance with this paragraph or to terminate this Contract by giving written notice to take effect immediately. Default shall include failure to carry out any of the requirements of this Contract, including, but not limited to persistently disregarding laws and or ordinances, not proceeding with the work as agreed to herein, or otherwise substantially violating any provision of this Contract. Upon termination of the Contract with Contractor, the County may begin negotiations with a third-party contractor to provide services as specified in this Contract.

The right of either party to terminate this Contract hereunder shall not be affected in any way by its waiver of or failure to take action with response to any previous default.
 - B. **Termination – Orderly:** After receipt of a termination notice from the County, the Contractor shall submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each party will assist the other party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each party.
8. **County Project Manager:** The County shall appoint a Project Manager to act as liaison with Contractor during the term of this Contract. The County's Project Manager shall coordinate the

activities of the County staff assigned to work with the Contractor. The County will notify Contractor should the County Project Manager appointment change during the term of this Contract.

9. **Contractor Project Manager:** Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract and act a liaison with the County during the term of this Contract. The Contractor shall notify the County should the Contractor Project Manager appointment change during the term of this Contract.
10. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a. Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - b. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - c. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
11. **County of Orange Child Support Enforcement (Exhibit 1):** In order to comply with the child support enforcement requirements of the County of Orange, within ten (10) days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to the contract administrator, the Purchasing Agent, or the agency/department deputy purchasing agent:
 - a. In the case of an individual contractor, his/her name, date of birth, social security number, and residence address;
 - b. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, social security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity;
 - c. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
 - c. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

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

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

The County of Orange Board of Supervisors' policy prohibits its public employees from engaging in activities involving conflicts of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

13. **Conflict with Existing Law:** The Contractor and the County agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the Contract, the Contract shall be terminated in a manner commensurate with the interests of both parties to the maximum extent reasonable.
14. **Contractor Bankruptcy/Insolvency:** If the Contractor should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the Contractor's insolvency, the County may terminate this Contract.
15. **Disputes – Contract:** The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor and the County's Project Manager, such matter shall be brought to the attention of the Purchasing Agent by way of the following process:
- a. The Contractor shall submit to the agency/department assigned buyer a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 - b. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the Purchasing Agent. If the County fails to render a decision within ninety (90) days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. The County's final decision shall be conclusive and binding regarding the dispute unless the Contractor commences action in a court of competent jurisdiction to contest such decision within ninety (90) days following the date of the County's final decision or one (1) year following the accrual of the cause of action, whichever is later.

16. **Notices:** Any and all notices, requests, demands, and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' routine exchange of information and cooperation during the term of the work and services, and shall be deemed to have been duly given (a) upon actual in-person delivery, if delivery is by direct hand; or (b) upon delivery agreed to as the actual day of receipt or no greater than five (5) calendar days after being mailed (the date of mailing shall count as the first day), whichever occurs first by United States certified or registered mail, return receipt requested, postage prepaid, addressed to the appropriate party at the following address or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid:

For Contractor:	Name:	The Regents of the University of California, a Constitutional Corporation, on behalf of UC Irvine Health
	Address:	101 City Dr. South Rt 38 Orange, CA 92868

Attn: Vicki Pomidoro Leslie Pierce
 Phone: 714- 456-8694 679-7808
 Fax: 714- 456-2200 456-7857
 E-mail: vpomidor@uci.edu piercell@uci.edu

For County: Name: County of Orange
 Health Care Agency/Purchasing
 Address: 200 W. Santa Ana Blvd., Suite #650
 Santa Ana, CA 92701
 Attn: Ana Figueroa
 Title: Deputy Purchasing Agent
 Phone: 714-834-2170
 Fax: 714-834-2657
 E-mail: afigueroa@ochca.com

CC: Name: County of Orange
 Health Care Agency/Purchasing
 Address: 200 W. Santa Ana Blvd., Suite #650
 Santa Ana, CA 92701
 Attn: Sandra Anaya
 Title: County Project Manager
 Phone: 714-834-3152
 Fax: 714-834-2657
 E-mail: sanaya@ochca.com

17. Contractor's Records: Contractor shall provide services and other relevant documents necessary to complete the services and fulfill the requirements as set forth in Attachment A, SOW. The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the assigned buyer.

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

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

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

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

19. News / Information Release: Both parties agree that they will not use the name symbols, trademarks, services mark or logos of the other party. Both parties agree not to issue any news releases or information of the other party site in connection with either the award of this Contract

or any subsequent amendment of or effort under this Contract without first obtaining review and written approval from the other party.

- 20. California Public Records Act:** Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract are subject to disclosure pursuant to the California Public Records Act, California Government Code Section 6250 *et seq.* However if Public records Act request is made by third party, County will provide Contractor with ten (10) business days' written notice prior to the release of such information or documents. Unless Contractor takes action to legally prevent such disclosure (such as obtaining a court order prohibiting the disclosure). County will be required to release the information and/or documentation as legally required.
- 21. Validity:** The invalidity in whole or in part of any article or provision of this Contract shall not void or affect validity of any other article or provision of this Contract.
- 22. Gratuities:** The Contractor represents that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this representation, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
- 23. Parking:** The County shall not provide free parking.
- 24. Amendments – Changes/Extra Work:** The Contractor shall make no changes to this Contract without the County's written consent. In the event that there are new or unforeseen requirements, the County with the Contractor's concurrence has the discretion to request official changes at any time without changing the intent of this Contract.
- If County-initiated changes or changes in laws or government regulations affect price, the Contractor's ability to deliver services, or the project schedule, the Contractor shall give the County written notice no later than seven (7) calendar days from the date the law or regulation went into effect or the date the change was proposed by the County and the Contractor was notified of the change. Such changes shall be agreed to in writing and incorporated into a Contract amendment. Said amendment shall be issued by the County-assigned buyer, shall require the mutual consent of all parties, and may be subject to approval by the County Board of Supervisors. Nothing herein shall prohibit the Contractor from proceeding with the work as set forth in this Contract.
- 25. Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. The County's Project Manager and the Contractor's Project Manager will meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, the Contractor's Project Manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.
- 26. Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.
- 27. EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a "service

provider” to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

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

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

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

- 28. Debarment:** Contractor shall certify that neither contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, contractor must include an explanation with their bid/proposal. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department or agency may result in the bid/proposal being deemed non-responsible.
- 29. Lobbying:** On best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, the Contractor to any person for influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 30. Contractor Personnel-Drug Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
 2. Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The organization’s policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
 3. Provide as required by Government Code Section 8355(c) that every employee who works under this Contract:
 - a. Will receive a copy of the company’s drug-free policy statement; and
 - b. Will agree to abide by the terms of the company’s statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

1. The Contractor has made false certification, or
 2. The Contractor violates the certification by failing to carry out the requirements as noted above.
- 31. Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon the last usage. The Contractor agrees to supply services and/or commodities requested, as needed by the County, at prices listed in the Contract, regardless of quantity requested.
- 32. Cooperative Agreement:** The provisions and pricing of this Contract will be extended to other political sub-divisions and County agencies/departments. Political sub-divisions and County agencies/departments wishing to use this Contract will be responsible for issuing their own purchase documents/master agreements, providing for their own acceptance, and making any subsequent payments. These entities will hold harmless the County from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. The cooperative entities are responsible for obtaining all certificates of insurance required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County makes no guarantee of usage by other users of this Contract. The County may authorize the loading of this Contract into an electronic commerce system.
- The Contractor shall be required to maintain a list of the cooperatively participating County agencies/departments and other political sub-divisions that have used this Contract. The list shall report dollar volumes spent quarterly and annually and shall be provided on a quarterly basis to the County lead agency.
- 33. Contractor Work Hours and Safety Standards:** The Contractor shall ensure compliance with all safety and hourly requirements for employees in accordance with federal, state and County safety regulations and laws.
- 34. Security – Youth Detention Facilities/Sheriff’s Facilities:**

Background checks:

All Contractor personnel to be employed in performance of work under this Contract shall be subject to background checks and clearance prior to working in a youth detention facility or a Sheriff’s facility. The Contractor shall prepare and submit an information form to the County’s project manager for all persons who will be working or who will need access to the facility. These information forms shall be submitted at least five (5) County working days prior to the start of work on the Contract or prior to the use of any person subsequent to the Contractor’s start of work. These information forms will be provided by the County’s project manager upon request and will be screened by the County’s Probation Department and/or Sheriff’s Department. These information forms shall be thorough, accurate, and complete. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance. No person shall be employed under this Contract who has not received prior clearance from the Probation and/or Sheriff’s Department. Neither the County, the Probation Department, nor the Sheriff’s Department need to give a reason clearance is denied.

Performance Requirements:

All Contractor’s vehicles parked on site shall be locked and thoroughly secured at all times. All tools and materials shall remain in Contractor’s possession at all times and shall never be left unattended. All lost or misplaced tools or materials shall be reported immediately to the security staff or Control in youth detention facilities or to the escort or Control in the Sheriff’s facilities. All materials, large or small, from removal operations or flew construction (especially those materials that could be used to inflict injury, such as nails, wire, wood, etc.) shall be continuously cleaned

up as work progresses. All work areas shall be secured prior to the end of each work period. Workers shall have no contact, either verbal or physical, with inmates in the facilities.

Contractor's employees shall NOT:

1. Give names or addresses to inmates;
2. Receive any names or addresses from inmates (including materials to be passed to another individual or inmate);
3. Disclose the identity of any inmate to anyone outside the facility;
4. Give any materials to inmates; or
5. Receive any materials from inmates (including materials to be passed to another individual or inmate).

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

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

Contractor's personnel shall:

1. Comply with the written schedule provided by the County which shall clearly show the specific start and end times for each work day;
2. Arrive at the site no more than fifteen (15) minutes prior to the scheduled time or no more than fifteen (15) minutes after the scheduled time; and
3. Report to the control desk upon arrival at the job site.

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

35. **DISCLAIMER OF WARRANTIES:** CONTRACTOR MAKES NO WARRANTIES WITH REGARD TO THE SERVICES PROVIDED UNDER THIS CONTRACT WHETHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR AN INTENDED PURPOSE, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS CONTRACT.
36. **DISCOUNTS:** WHERE A DISCOUNT OR OTHER REDUCTION IN PRICE IS APPLICABLE, THE PARTIES INTEND TO COMPLY WITH THE REQUIREMENTS OF 42 U.S.C.§1320a 7b(b)(3)(A) AND THE "SAFE HARBOR" REGULATIONS REGARDING DISCOUNTS OR OTHER REDUCTIONS IN PRICE SET FOR AT 42 C.F.R. §1001.952(h). IN THIS REGARD, THE PARTIES ACKNOWLEDGE THAT CONTRACTOR WILL SATISFY ANY AND ALL REQUIREMENTS IMPOSED ON SELLERS BY THE SAFE HARBOR, AND COUNTY WILL SATISFY ANY AND ALL REQUIREMENTS IMPOSED ON BUYERS. THUS, COUNTY WILL ACCURATELY REPORT, UNDER ANY STATE OR FEDERAL PROGRAM WHICH PROVIDES COST OR CHARGE BASED REIMBURSEMENT FOR THE PRODUCTS AND SERVICES COVERED BY THIS AGREEMENT, THE NET COST ACTUALLY PAID BY COUNTY.

(SIGNATURE PAGE FOLLOWS)

CONTRACT SIGNATURE PAGE

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

***Contractor's name: The Regents of the University of California, a Constitutional Corporation, on behalf of UC Irvine Health**

Print Name Title

Signature Date

Print Name Title

Signature Date

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

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

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

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

County of Orange, a political subdivision of the State of California

Leila Garcia Administrative Manager I

Print Name Title

Signature Date

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

County Counsel Deputy Date

CONTRACT NO. MA-042-14011645**ATTACHMENT A
SCOPE OF WORK****Introduction:**

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

License and Certification:

1. Contractor shall be licensed in the State of California as a clinical laboratory, registered by CLIA, and shall be eligible to participate as a provider in (bill services to) Medi-Cal, Medicare, Cal-Optima Health Networks (including pre-authorizations), Childhood Health and Disability Prevention (CHDP), and Family PACT programs.
2. Any subcontractors proposed by Contractor shall be licensed in the State of California for appropriate clinical ancillary services or as a clinical laboratory, and shall be eligible to participate as a provider in (bill services to) Medi-Cal, Medicare, Cal-Optima Health Networks (including pre-authorizations), CHDP, and Family PACT programs.
3. Contractor and any subcontractors must be state-approved CHDP Blood Lead Laboratory Provider.
4. Clients served within the Contract may be Cal-Optima Health Networks members, and may require laboratory services and some special services within the County clinics and other County programs.
5. Clinical laboratory personnel providing services under this Contract requiring professional licensure or certification pursuant to Title 17, California Code of Regulations, Section 1029, et, seq., must hold current valid licensure or certification from the State of California Department of Public Health and meet all applicable standards for all work performed.
6. Contractor shall have available and provide a sufficient number of licensed/certified personnel to effectively service all locations and schedules specified herein, plus any additional facilities that may be added to the Contract during the Contract period.
7. Contractor is required to have and maintain during the period of the Contract all valid laboratory licenses required by the State of California and the Federal Government to operate as a licensed clinical laboratory.

General Requirements for all Programs:

1. Contractor shall pick-up County-drawn samples from the facilities Monday through Sunday on the days and times indicated in Schedule V including County holidays.
2. Contractor shall perform additional tests not described in Attachment C, Tests Fee Schedule, as requested and authorized by end user, at prices mutually agreed upon by Contractor and Administrator prior to the provision of the additional test and/or services and not to exceed current year Medi-Cal reimbursement rates or current year Medicare reimbursement rates.
3. Contractor shall provide all necessary equipment and supplies, including but not limited to needles, blood collection tubes, and plastic needle holders for drawing, storing, and preserving samples. FDA approved Thin Prep kits will be provided and are to be used to obtain pap smear specimens.
4. Contractor shall have the capacity of keeping samples at room or refrigerated temperature as needed for appropriate transportation conditions.

5. Contractor shall provide local laboratory facilities capable of drawing blood samples from walk-in clients.
6. Contractor shall follow OSHA 1910.1030, Title 29, Code of Federal Regulations, Blood Borne Pathogens and maintain compliance with all HIPAA requirements for all work performed under this Contract.
7. Contractor shall customize test requisition forms for all tests with defined areas for test codes, and doctor unique identifiers for each County facility.
8. Contractor shall be willing to work with the County to create an electronic laboratory results interface, upon mutual agreement to conditions and terms. Each location will have a unique billing code. Results and billing information can be accessed via this system.
9. Contractor shall provide, upon request of end users, catalogs of tests performed by Contractor detailing CPT codes, test method specimen requirements, reference values, test schedules, and any other pertinent information. Additional tests from the test catalog may be requested on an as needed basis.
10. Contractor shall provide complete list of send out tests and a list of "stat" tests and their schedules with the same details as the catalogs.
11. Contractor shall provide all packaging, preparation, and special handling of specimens as required.
12. Contractor shall maintain necessary safeguards, records, and controls relative to the handling and processing of submitted specimens, and waste disposal.
13. Contractor shall provide test results as specified in section I. Tests Results.
14. County reserves the right to add, delete, and/or modify the schedule of tests and panels within the boundaries of governing organizations (e.g. Medicare) at any given time during the Contract period. Contractor shall immediately implement such changes as required by County.
15. If a test cannot be performed at the Contractor's laboratory, it shall be referred to an appropriate reference laboratory.
16. Contractor shall repeat a test at no charge whenever the result does not correlate in the County's opinion, with the County's clinical observations. Follow-up or confirmation testing shall not be considered a repeat determination and such specimens shall be billed as new requests.
17. Contractor shall provide "stat" specimen pick up services upon request to any County facility within Orange County, including on-call, twenty-four (24) hour, seven (7) days per week, response. "Stat" services are defined as response time to the facility within sixty (60) minutes of the "stat" services request, telephoned test results within sixty (60) to ninety (90) minutes from the time Contractor obtains the specimen(s) and written lab report within forty-eight (48) hours of the site visit (including weekends and holidays). Stat labs resulting from the need to repeat a routine lab due to false positives shall be performed at no charge to the County. The Contractor must meet these performance requirements at least 90% of the time.

Specific Requirements to Programs:**Public Health Services/Disease Control & Epidemiology****Testing Methodology for Chlamydia trachomatis:**

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

Public Health Services/Child Abuse Services Team (CAST)**Testing Methodology for Chlamydia:**

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

Behavioral Health Services

1. Contractor shall perform blood draws at County facilities as specified in Schedule VII. Contractor's technician(s) shall draw all samples from clients, change gloves between clients, and appropriately transport samples to Contractor's laboratory for testing. If requested by end user, Contractor shall pick-up and perform tests on County-drawn samples from these locations as if Contractor had drawn the samples.
2. Contractor shall provide all necessary phlebotomy equipment and supplies, including plastic blood drawing tubes only (if available from manufacturer/vendor) and one-time disposable gloves to be changed for each client testing, for drawing, storing, and preserving samples, and including removal of all waste materials associated with phlebotomist's visit.
3. Contractor's phlebotomist shall remain at the facility to finish the specimen collection for all waiting clients.
4. Contractor's phlebotomist shall confirm client's phone number, unique identifier (MRN), and complete ensure all billing information is on the lab requisition to use for after hours reporting of critical values.
5. Contractor shall observe "Chain of Custody" procedures for urine drug testing when the appropriate chain of custody requisition is used by the County facility.
6. Contractor shall provide portable chest X-ray for Westminster Therapeutic Residential Center (TRC), EKG services, and twenty-four (24) hour on-call phlebotomy services as requested by end user.

I. TEST RESULTS

1. Public Health Services:

Contractor shall return or fax/print/e-mail routine test results to the facility where the specimen was drawn or picked-up as soon as results become available and meeting agreed upon turnaround times. It shall be the responsibility of the Contractor to telephone reports of critical test values, provide client's name, birthdate, telephone, and gender to the County. In the event that routine tests are ordered concurrently with non-routine tests the contractor will release the results of the routine tests as soon as they are available rather than waiting for the results of all tests both routine and non-routine. The results of the routine tests should include a note that the results of the non-routine tests are pending.

CHLAMYDIA TEST RESULT REPORTING (CAST Program only):

1. Contractor shall return fax/e-mail routine test results to the facility where the specimen was picked up within twenty four (24) hours of the time Contractor completes testing. All positive results shall be called or faxed/e-mailed within two (2) hours after testing is complete to:

Medical Examiners

(714) 940-4705

(714) 940-4704

(714) 940-4763 – Fax

2. Positive results are to be faxed/e-mailed and a hard copy to be mailed out to the requesting facility.
3. Negative results hard copies are only to be mailed out to the requesting facility.

2. Behavioral Health Services:

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

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

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

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

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

3. Correctional Medical Services:

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

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

4. **FORMAT FOR TEST RESULTS:**

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

5. **PAP SMEARS:**

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

1. All pap smear readings must be reported using the American Society for Colposcopy and Cervical Pathology (ASCCP) 2012 Guidelines.
2. A monthly summary report should be provided by the clinic site on pap smears analyzed, with a breakdown by classification.
3. Contractor should have in place a quality assurance component, and the findings shared with the County on a regular basis but no less than quarterly

II. QUALITY CONTROL

- A. County reserves the right to submit “proficiency” samples without notice to determine the quality of Contractor’s analysis. Contractor shall re-test specimens at no charge when Contractor’s results from County’s proficiency samples are incorrect.
- B. Upon twenty-four (24) hours verbal notice to Contractor’s Project Manager, County reserves the right to periodically inspect Contractor’s facility(ies) during normal working hours to examine quality control.
- C. Contractor shall make available to County all evidence of quality control procedures and forms in use by Contractor, including results from proficiency testing services upon request.

III. REPORTS

- A. Contractor shall provide monthly and year-to-date reports itemizing, by facility identifier, to include the type of test, the quantity of each test performed for that facility, and the total dollar amount billed to County, Medi-Cal, Medicare, Cal-Optima Health Networks, CHDP, and Family PACT, and to client’s insurance, for the reporting month and for the Contract year-to-date. Additionally, the monthly report will include the name of the client that received the service, date of birth of the client, the client unique identifier (eg MRN number, SS#, etc.), the doctor unique identifier that requested the test (eg DEA #, etc), and any other detail information that the County deems necessary to track activity from this detail report.
- B. Quarterly – Contractor shall provide a summary report that shows total dollar expenditure for each facility that requested laboratory services. These four (4) reports shall include the facility designator code, test codes with subtotaled amounts for each test performed, and a total for each program that used the laboratory services; a grand total for all costs is required at the end of the data stream.
- C. During the Contract period, County reserves the right to add, delete from, and modify the required reports. Contractor shall implement such changes as required by County no later than thirty (30) days after receiving a written request by County to effect the change.

IV. TEST PANELS**Basic Metabolic Panel**

Glucose	Potassium
Creatinine	Chloride
BUN	Carbon Dioxide
Sodium	

Comprehensive Metabolic Panel

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

Lipid Screen

Triglycerides	LDL Cholesterol
Cholesterol	VLDL Cholesterol
HDL Cholesterol	Coronary Risk Factor

Iron Panel

Iron Binding Capacity	Percent Saturation
Iron	

Hepatic Function Panel

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

Acute Hepatitis Panel

Hepatitis B Surface, Ag	Hepatitis A IgM
Hepatitis B Core Ab, IgM	Hepatitis C Antibody
Hepatitis B Core – Total	
Hepatitis C – Sequencing	

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

LOCATION NAME	ADDRESS		CURRENT PICK UP TIMES/DAYS (PACIFIC STANDARD TIME)	
<u>Public Health Services/TB/Special Diseases Service</u>				
17 th Street Testing, Treatment and Care	1725 W. 17 th St., Rooms 111F/125F/TBD	Santa Ana, CA, 92706	11:30am, 4:30pm M-F	
17 th Street TB Treatment & Prevention	1725 W. 17 th St., Rm. 108E	Santa Ana, CA, 92706	11:30am, 4:30pm M-F	
Public Health Laboratory	1729 W, 17 th St.	Santa Ana, CA, 92706	11:20am, 4:15pm M-F	
Family Health Santa Ana	1725 W. 17 th St., Rm. 124	Santa Ana, CA, 92706	4:30pm M-F	
<u>Correctional Medical Services</u>				
O.C. Men's Jail Medical	550 N. Flower, Men's Jail	Santa Ana CA. 92703	9:30am, 4:00pm M-Su	
O.C. Women's Jail Medial	550 N. Flower, Women's Jail	Santa Ana, CA, 92703	9:30am, 4:00pm M-Su	
Intake Release Center Medical (IRC)	550 N. Flower, IRC, Bldg 96	Santa Ana, CA, 92703	9:30am, 4:00pm M-Su	
James Musick Medical	13502 Musick Rd.	Irvine, CA, 92618	8:30am M-F	
Theo Lacy Medical	201 City Drive S., 2 nd Fl, Bldg 41	Orange, CA, CA, 92868	9:30am, 3:00pm M-Sa	
Juvenile Hall + CEGU	331 City Drive S.	Orange, CA, 92868	9:45am, 3:30pm M-F	
Orangewood + CEGU	401 City Drive S.	Orange, CA, 92868	10:00am, 4:00pm M-F	

VI. CHLAMYDIA TESTING – SPECIMENS PICK UP SCHEDULE/REQUIREMENTS

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

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

LOCATION NAME	ADDRESS		CURRENT PICK UP TIMES/DAYS	
<u>Adult Mental Health Services</u>				
Westminster Therapeutic Residential Center (RTC)	206 Hospital Circle	Westminster, CA, 92683	5:30am – 6:15am MWF	
Santa Ana MH Clinic & PACT	1200 N. Main 2 nd floor	Santa Ana, CA, 92701	8:30am – 9:00am M	8:00am – 8:30am W
Anaheim MH Clinic & PACT	2035 E. Ball Rd 2 nd floor	Anaheim, CA, 92805	10:30am – 11:00am T	8:00am – 8:30am Th
Fullerton MH Clinic & PACT	211 W Commonwealth 1 st floor	Fullerton, CA, 92635	10:30am – 11:00am M	9:00am- 9:30am Th
Costa Mesa MH Clinic	3115 Redhill	Costa Mesa, CA, 92626	9:00am – 9:30am MWF	
Aliso Viejo Clinic PACT	5 Mareblu 2 nd floor	Aliso Viejo, CA, 92656	9:15am – 10:00am W	
Mission Viejo Clinic	23228 Madero	Mission Viejo, CA, 92691	10:15am – 11:00am W	
Westminster Clinic & PACT	14140 Beach Blvd 2 nd floor #233	Westminster, CA, 92683	9:30am – 10:30am T	9:30am-10:15am Th
Older Adult Services	1901 E. 4 th Street, Ste., 312	Santa Ana, CA 92705	Once a week (TBD)	
<u>Alcohol & Drug Abuse Services (AOD)</u>				
Anaheim Drug Free Clinic & Perinatal	2035 E. Ball Rd 1 st floor	Anaheim, CA, 92805	10:00am – 10:30am MT	
Aliso Viejo Drug Free Clinic	5 Mareblu 1 st floor	Aliso Viejo, CA, 92656	9:15am – 10:00am W	
Costa Mesa Drug Free Clinic	3115 Redhill	Costa Mesa, CA, 92626	9:30am – 10:30am MWF	
Santa Ana Perinatal Program	1200 N. Main 3 rd floor	Santa Ana, CA, 92701	8:00am – 8:30am MF	1:00pm-1:30pm T-Th
Westminster Drug Free Clinic	14140 Beach Blvd 2 nd floor #206	Westminster, CA, 92683	8:30am – 9:30am T	
Westminster Perinatal Program	14140 Beach Blvd 1 st floor #120	Westminster, CA, 92683	10:30am – 11:00am F	

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

4112 Cerritos, Room 5, Los Alamitos

Phlebotomy Route 1

Time	Monday	Tuesday	Wednesday	Thursday	Friday
5:30-6:15	Westminster TRC BH		Westminster TRC BH		Westminster TRC BH
6:15-8:00					
8:00-8:30	Santa Ana Perinatal HCU		Santa Ana Mental Health & PACT BHM	Anaheim Mental Health & PACT	Santa Ana Perinatal HCU
8:30-9:00	Santa Ana Mental Health & PACT BHM	Westminster Drug Free BHY Ste 206			
9:00-9:30			Aliso Viejo PACT (9:15 Start)	Fullerton Mental Health & PACT BHF	
9:30-10:00					
10:00- 10:30		Anaheim Drug Free & Perinatal BH2	Mission Viejo Drug Free (10:45 end) BHG		
10:30- 11:00	Fullerton Mental Health & PACT, 2 nd fl BHF	Anaheim Mental Health & PACT BHD			Westminster Perinatal HCT
11:00- 11:30					

Attachment B

Time	Monday	Tuesday	Wednesday	Thursday	Friday
11:30-12:00					
12:00-12:30					
1:00-1:30		Santa Ana Perinatal HCU		Santa Ana Perinatal HCU	

Phlebotomy Route 2

Time	Monday	Tuesday	Wednesday	Thursday	Friday
5:30-6:15					
6:15-8:00					
8:00 – 8:30					
8:30-9:00					
9:00-9:30	Costa Mesa Mental Health		Costa Mesa Mental Health		Costa Mesa Mental Health BHQ
9:30-10:30	Costa Mesa Drug Free	Westminster Clinic and PACT	Costa Mesa Drug Free	Westminster Clinic and PACT	Costa Mesa Drug Free
10:30-11:00					Westminster (perinatal) HCT
11:00-11:30	Anaheim Drug Free and Perinatal		Mission Viejo Clinic (end 11:45)		

ATTACHMENT B
COMPENSATION AND INVOICING

I. COMPENSATION

This is a fixed price Contract not to exceed the amount \$850,000.00 for the term of the Contract between the County and Contractor.

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

II. PAYMENT TERMS**A. Terms**

Invoices are to be submitted in arrears to the address listed below. Payment of invoices will be net thirty (30) days after the receipt of an acceptable invoice submitted in accordance with the terms set forth herein. The invoice must be verified and approved by the County's Project Manager and is subject to routine processing requirements of the County. Invoices will not be paid if goods/services have not been appropriately delivered as determined by County Project Manager.

Billing shall cover only those services not previously invoiced. The Contractor shall reimburse the County for any monies paid to the Contractor for goods and/or services not provided or when goods and/or services do not meet the Contract requirements.

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

B. Invoicing Instructions

1. Invoices and all supporting documentation shall be submitted to County's Project Manager as follows:
 - County of Orange
 - HCA/ Accounts Payable
 - PO Box 689
 - Santa Ana, CA 92702
2. Acceptable Invoicing Format: Contractor may bill on any standard invoice form, but the following references must be made:
 - a. County Contract Number;
 - b. Contractor's Federal I.D. Number and California Board of Equalization Permit Number;
 - c. Description of Services;
 - d. Date(s) of Performance of Service
 - e. Amount of Payment Requested;
 - f. Remittance Address

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

ATTACHMENT C
TESTS FEE SCHEDULE

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

Services shall be requested on an as-needed basis and usage is not guaranteed. Service locations, test panels, and tests may be added or deleted at any given time during the term of the Contract.

CPT codes or test description may change at any time during the term of the Contract; however, if the lab test code remains the same, Contractor shall honor the price under the lab test code. If a test code is no longer an orderable test due to change in methodology, contractor will notify client in writing thirty (30) days in advance of change and provide them with new test codes and ordering information. Pricing will be at prevailing Medi-Cal fee schedule for the CPT code associated with the new test code.

CPT Code	DESCRIPTION	Lab Test Code	Pricing
86900, 86850, 86901	ABO/RH & SCREEN	BBB	\$14.61
86900, 86901	ABO/RH	TYPE	\$6.68
80074	ACUTE HEPATITIS PANEL (MEDICAL DEFINED)	AHP	\$52.66
82055	ALCOHOL ETHYL PLASMA	ALCHOL	\$11.94
82105	ALPHA FETOPROTEIN	AFP	\$12.03
84460	ALT PLASMA	SGPT	\$5.86
82140	AMMONIA PLASMA	AMMON	\$15.20
82150	AMYLASE PLASMA	AMY	\$7.17
86039	ANA TITER	ANAB	\$12.34
86800	ANTI THYROGLOBULIN	ANTITG	\$14.97
86376	ANTI TPO ANTIBODY	TPOAB	\$15.20
86850	ANTIBODY SCREEN	AS	\$7.93
86038	ANTINUCLEAR ANTIBODY	ANA	\$13.36
84450	AST PLASMA	SGOT	\$5.71
87086	BACTERIAL CULT URINE QT	CULURI	\$7.60
87070, 87205	BACTERIAL CULTURE AEROBIC	CULAER	\$14.24
87040	BACTERIAL CULTURE BLOOD	CULBLD	\$11.42
80102	BARBITURATE CONFIRMATION	BARCON	\$14.65
80048	BASIC METABOLIC PANEL	BMPAN	\$9.36
82232	BETA 2 MICROGLOBULIN	BMG	\$17.71
84702	BETA HCG PLASMA	BHCG	\$14.07

CPT Code	DESCRIPTION	Lab Test Code	Pricing
82248	BILI DIRECT PLASMA	DBILI	\$5.55
87493	C. DIFFICILE PCR	SCDIFF	\$39.77
82330	CALCIUM IONIZED	CAI	\$15.10
82310	CALCIUM PLASMA	CA	\$5.70
80156	CARBAMAZEPINE BLOOD	CARBAM	\$16.10
82378	CARCINOEMBRY ANTIGEN	CEA	\$20.98
85025	CBC WITH DIFFERENTIAL	CBCWID	\$8.59
87110, 87140	CHLAMYDIA CULTURE	CULCHL	\$25.34
82465	CHOLESTEROL	CHOL	\$4.03
82550	CK PLASMA	CPK	\$7.21
86160	COMPLEMENT C4	COMPC4	\$13.27
86160	COMPLEMENT C3	C3BET	\$13.27
80053	COMPREHENSIVE METABOLIC PANEL (HCA DEFINED)	CMPAN	\$11.69
82533	CORTISOL	CORTIS	\$18.02
84681	C-PEPTIDE	CPEP	\$21.64
82565	CREATININE PLASMA	CREAT	\$5.32
82570	CREATININE URINE	CRU	\$5.32
86403	CRYPTOCOCCUS ANTIGEN	SERCRC	\$11.26
89060	CRYSTALS INTERPRETATION	CRYSTL	\$7.90
86644	CYTOMEGALOVIRUS AB, IGG	VISCMG	\$15.36
85007	DIFFERENTIAL	DIFF	\$3.81
80162	DIGOXIN BLOOD	DIGOX	\$14.68
80185	DILANTIN BLOOD	DILNTN	\$14.66
80051	ELECTROLYTE PANEL	ELECPN	\$7.75
86663, 86664, 86665x2	EPSTEIN-BARR AB	WISEBV	\$70.73
82670	ESTRADIOL	E2D	\$30.90
82728	FERRITIN	FERRIT	\$15.06
82746	FOLATE, SERUM	FOLATE	\$16.26
83001	FOLLICLE STIMULATING HORMONE	FSH	\$20.55
84481	FREE T3	FREET3	\$17.71
84439	FREE T4	T4FREE	\$9.97

CPT Code	DESCRIPTION	Lab Test Code	Pricing
84402	FREE TESTOSTERONE	FTES	\$28.15
87102	FUNGAL CULTURE	CULFUD	\$9.12
82960	G-6-PD SCREEN	G6PDS	\$6.70
	GFR CALCULATION	GFRT	\$-
82977	GGT	GGT	\$7.96
82950	GLUCOSE 1 HOUR POST GLUCOLA	GLU1PG	\$5.06
82947	GLUCOSE PLASMA	GLUC	\$4.34
83036	GLYCATED HGB, A1C	A1C	\$10.74
86677	H. PYLORI IGG	SERHPY	\$16.04
80076	HEPATIC FUNCTION PANEL (MEDICAL DEFINED)	HFP	\$9.03
86709	HEPATITIS A IGM	HAIGM	\$12.44
86708	HEPATITIS A IGG	HAVG	\$13.70
86704	HB CORE ANTIBODY	HBCORE	\$13.33
86706	HB SURFACE ANTIBODY	HBSAB	\$11.87
87340	HB SURFACE ANTIGEN	HBSAG	\$11.42
86803	HEPATITIS C ANTIBODY	HCV	\$15.78
87522	HEPATITIS C PCR QUANTITATIVE	SHECQT	\$47.36
87517	HEPATITIS B PCR QUANTITATIVE	SHEBQT	\$47.36
87252, 87254x2	HERPES CULTURE	CULHER	\$33.62
86308	HETEROPHILE AB	SERHET	\$5.72
87621	HPV DNA HIGH RISK TYPES	CULHPV	\$38.80
82784	IMMUNOGLOBULIN G	IGG	\$6.08
82784	IMMUNOGLOBULIN M	IGM	\$6.08
83540	IRON PLASMA	IRON	\$7.16
83615	LDH PLASMA	LDH	\$6.68
83655	LEAD, BLOOD	LEADBL	\$13.38
83690	LIPASE PLASMA	LIPAS	\$7.62
80178	LITHIUM	LITH	\$7.30
83002	LUTEINIZING HORMONE	LHH	\$20.48
83735	MAGNESIUM PLASMA	MAG	\$7.41
80184	PHENOBARBITAL BLOOD	PHEBRB	\$12.66
84100	PHOSPHORUS PLASMA	PHOS	\$5.25
85049	PLATELET COUNT	PLCTEL	\$5.00

CPT Code	DESCRIPTION	Lab Test Code	Pricing
84132	POTASSIUM PLASMA	K	\$5.08
81025	PREGNANCY QUAL URINE	PREG	\$4.34
84146	PROLACTIN	PRL	\$21.42
85610	PROTHROMBIN TIME	PTINR	\$4.34
85610, 85730	PT/PTT	PTPTT	\$10.98
85730	PTT	PTT	\$6.64
80101, 80101-59x9	DRUG SCRREN PANEL 10	RDS	\$81.86
85045	RETICULOCYTE COUNT	RETIC	\$4.43
86430	RHEUMATOID FACTOR	RFTSCR	\$6.28
86762	RUBELLA AB IGG	VISRUB	\$15.36
85652	SED RATE - ESR	ESR	\$2.98
86635x2	SERCEP COCCI AB BY EIA	SERCEP	\$25.36
84165, 84155, 80500	SERUM PROTEIN ELECTROPHORESIS	SPE	\$15.92
84295	SODIUM PLASMA	NA	\$5.32
86359, 86360	T CELL SUBSETS	TSUBS	\$93.64
84480	T3, TOTAL	T3	\$15.68
84403	TESTOSTERONE TOTAL	TESTOS	\$28.54
80102	THC CONFIRMATION URINE	THCCON	\$14.65
80198	THEOPHYLLINE BLOOD	THEOPH	\$15.65
84443, 84439	THYROID FUNCTION PANEL	TFP	\$28.54
84436	TOTAL T4 (THYROXINE)	T4	\$7.60
84478	TRIGLYCERIDES	TRIG	\$6.36
84443	TSH	TSH	\$18.57
84443	TSH, ULTRASENSITIVE	TSHHS	\$18.57
81001	UA (URINALYSIS)	UAW	\$3.50
84520	UREA NITRO PLASMA	BUN	\$4.36
84550	URIC ACID PLASMA	URIC	\$5.00
80164	VALPROIC ACID BLOOD	VALP	\$14.98
86787	VARICELLA-ZOSTER IGG	VISVAG	\$14.25
82607	VITAMIN B12	VITB12	\$16.66

CPT Code	DESCRIPTION	Lab Test Code	Pricing
71010	CHEST XRAY	ZXRAY	\$46.00
93000	EKG	ZEKG	\$76.00
P9604	STAT PICK UP FEE (8AM-5PM, MON-FRI)	COUR1	\$18.00
P9604	STAT PICK UP FEE (EVENING, WEEKEND & HOLIDAY)	COUR3	\$28.00
R0070	TRAVEL (X-RAY/EKG)	ZTRAN	\$84.00

TEST PANELS

COMPREHENSIVE METABOLIC PANEL (HCA DEFINED)	
COMPREHENSIVE METABOLIC PANEL (CMPAN)	\$11.69
GLUCOSE	
CREATININE	
BUN	
SODIUM	
POTASSIUM	
CHLORIDE	
CARBON DIOXIDE	
CALCIUM	
GAMMA-GLYMATYL TRANSFERASE (GGT)	\$7.96
HCA DEFINED TOTAL:	\$19.65
HEPATIC FUNCTION PANEL (HCA DEFINED)	
HEPATIC FUNCTION PANEL (HFP)	\$9.03
PROTEIN, TOTAL	
BILIRUBIN, TOTAL	
BILIRUBIN, DIRECT	
ALT (SGPT)	
AST(SGOT)	
ALBUMIN	
ALKALINE PHOSPHATASE	
GAMMA-GLUTAMYL TRANSFERASE (GGT)	\$7.96
HCA DEFINED TOTAL:	\$16.99
ACUTE HEPATITIS PANEL (HCA DEFINED)	
ACUTE HEPATITIS PANEL (AHP)	\$52.66
HEPATITIS A, IGM	
HEPATITIS B SURFACE, AG	
HEPATITIS B CORE AB, IGM	
HEPATITIS C ANTIBODY	
HEPATITIS C PCR QUANTITATIVE (SHECQT)	\$47.36
HCA DEFINED TOTAL:	\$100.02

Attachment B

Additional tests not described in Attachment C shall be performed at prices equivalent to current year Medi-Cal reimbursement rates, current year Medicare reimbursement rates, or mutually agreed rates. In the event of conflict in pricing between Medi-Cal and Medicare rates, the order of precedence shall be Medi-Cal rates, and then Medicare rates.

Tests sent to reference labs will be billed at reference lab rates plus \$15 handling/processing fee. Contractor shall provide proof of pricing subcontractor's fees upon County's request.

Tests sent to reference laboratory will be billed at reference laboratory current rate plus \$15 handling/processing fee. Contractor shall provide proof of pricing from the reference laboratory upon County's request.

ATTACHMENT D
BUSINESS ASSOCIATE CONTRACT

A. GENERAL PROVISIONS AND RECITALS

1. The parties agree that the terms used, but not otherwise defined below in Paragraph B, shall have the same meaning given to such terms under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and their implementing regulations at 45 CFR Parts 160 and 164 (“the HIPAA regulations”) as they may exist now or be hereafter amended.

2. The parties agree that a business associate relationship under HIPAA, the HITECH Act, and the HIPAA regulations between the Contractor and County arises to the extent that Contractor performs, or delegates to subcontractors to perform, functions or activities on behalf of County pursuant to, and as set forth in, the Contract MA-042-14011645 that are described in the definition of “Business Associate” in 45 CFR § 160.103.

3. The County wishes to disclose to Contractor certain information pursuant to the terms of the Contract MA-042-14011645, some of which may constitute Protected Health Information (“PHI”), as defined below in Subparagraph B.10, to be used or disclosed in the course of providing services and activities pursuant to, and as set forth, in the Contract MA-042-14011645.

4. The parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to the Contract MA-042-14011645 in compliance with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH Act, and the HIPAA regulations as they may exist now or be hereafter amended.

5. The parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA regulations do not pre-empt any state statutes, rules, or regulations that are not otherwise pre-empted by other Federal law(s) and impose more stringent requirements with respect to privacy of PHI.

6. The parties understand that the HIPAA Privacy and Security rules, as defined below in Subparagraphs B.9 and B.14, apply to the Contractor in the same manner as they apply to a covered entity (County). Contractor agrees therefore to be in compliance at all times with the terms of this Business Associate Contract and the applicable standards, implementation specifications, and requirements of the Privacy and the Security rules, as they may exist now or be hereafter amended, with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or disclosed pursuant to the Contract MA-042-14011645.

B. DEFINITIONS

1. “Administrative Safeguards” are administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic PHI and to manage the conduct of Contractor’s workforce in relation to the protection of that information.

2. “Breach” means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the PHI.

a. Breach excludes:

i. Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of Contractor or County, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.

ii. Any inadvertent disclosure by a person who is authorized to access PHI at Contractor to another person authorized to access PHI at the Contractor, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Rule.

iii. A disclosure of PHI where Contractor or County has a good faith belief that an

unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

b. Except as provided in paragraph (a) of this definition, an acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach unless Contractor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:

i. The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

ii. The unauthorized person who used the PHI or to whom the disclosure was made;

iii. Whether the PHI was actually acquired or viewed; and

iv. The extent to which the risk to the PHI has been mitigated.

3. "Data Aggregation" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

4. "Designated Record Set" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

5. "Disclosure" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

6. "Health Care Operations" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

7. "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

8. "Physical Safeguards" are physical measures, policies, and procedures to protect Contractor's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.

9. "The HIPAA Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

10. "Protected Health Information" or "PHI" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

11. "Required by Law" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.103.

12. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

13. "Security Incident" means attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. "Security incident" does not include trivial incidents that occur on a daily basis, such as scans, "pings", or unsuccessful attempts to penetrate computer networks or servers maintained by Contractor.

14. "The HIPAA Security Rule" shall mean the Security Standards for the Protection of electronic PHI at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.

15. "Subcontractor" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

16. "Technical safeguards" means the technology and the policy and procedures for its use that protect electronic PHI and control access to it.

17. "Unsecured PHI" or "PHI that is unsecured" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of Health and Human Services in the guidance issued on the

HHS Web site.

18. "Use" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

1. Contractor agrees not to use or further disclose PHI County discloses to Contractor other than as permitted or required by this Business Associate Contract or as required by law.

2. Contractor agrees to use appropriate safeguards, as provided for in this Business Associate Contract and the Contract MA-042-14011645, to prevent use or disclosure of PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County other than as provided for by this Business Associate Contract.

3. Contractor agrees to comply with the HIPAA Security Rule at Subpart C of 45 CFR Part 164 with respect to electronic PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County.

4. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a Use or Disclosure of PHI by Contractor in violation of the requirements of this Business Associate Contract.

5. Contractor agrees to report to County immediately any Use or Disclosure of PHI not provided for by this Business Associate Contract of which Contractor becomes aware. Contractor must report Breaches of Unsecured PHI in accordance with Paragraph E below and as required by 45 CFR § 164.410.

6. Contractor agrees to ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of Contractor agree to the same restrictions and conditions that apply through this Business Associate Contract to Contractor with respect to such information.

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

8. Contractor agrees to make any amendment(s) to PHI in a Designated Record Set that County directs or agrees to pursuant to 45 CFR § 164.526 at the request of County or an Individual, within thirty (30) calendar days of receipt of said request by County. Contractor agrees to notify County in writing no later than ten (10) calendar days after said amendment is completed.

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

10. Contractor agrees to document any Disclosures of PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County, and to make information related to such Disclosures available as would be required for County to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.

11. Contractor agrees to provide County or an Individual, as directed by County, in a time and manner to be determined by County, that information collected in accordance with the Contract MA-042-14011645, in order to permit County to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.

12. Contractor agrees that to the extent Contractor carries out County's obligation under the HIPAA Privacy and/or Security rules Contractor will comply with the requirements of 45 CFR Part 164 that apply to County in the performance of such obligation.

13. Contractor shall work with County upon notification by Contractor to County of a Breach to properly determine if any Breach exclusions exist as defined in Subparagraph B.2.a above.

D. SECURITY RULE

1. Contractor shall comply with the requirements of 45 CFR § 164.306 and establish and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR § 164.308, § 164.310, § 164.312, and § 164.316 with respect to electronic PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County. Contractor shall follow generally accepted system security principles and the requirements of the HIPAA Security Rule pertaining to the security of electronic PHI.

2. Contractor shall ensure that any subcontractors that create, receive, maintain, or transmit electronic PHI on behalf of Contractor agree through a contract with Contractor to the same restrictions and requirements contained in this Paragraph D of this Business Associate Contract.

3. Contractor shall report to County immediately any Security Incident of which it becomes aware. Contractor shall report Breaches of Unsecured PHI in accordance with Paragraph E below and as required by 45 CFR § 164.410.

E. BREACH DISCOVERY AND NOTIFICATION

1. Following the discovery of a Breach of Unsecured PHI , Contractor shall notify County of such Breach, however both parties agree to a delay in the notification if so advised by a law enforcement official pursuant to 45 CFR § 164.412.

a. A Breach shall be treated as discovered by Contractor as of the first day on which such Breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor.

b. Contractor shall be deemed to have knowledge of a Breach, if the Breach is known, or by exercising reasonable diligence would have known, to any person who is an employee, officer, or other agent of Contractor, as determined by federal common law of agency.

2. Contractor shall provide the notification of the Breach immediately to the County Privacy Officer at

<p>Thea Bullock, County Privacy Officer 405 W. 5th Street Santa Ana, CA 92701 (714) 834-3154 tbullock@ochca.com privacyofficer@ocgov.com</p>	<p>Or Linda Le, Deputy County Privacy Officer 405 W. 5th Street Santa Ana, CA 92701 (714) 834-4082 lile@ochca.com HIPAA@ochca.com</p>
--	--

a. Contractor’s notification may be oral, but shall be followed by written notification within twenty-four (24) hours of the oral notification.

3. Contractor’s notification shall include, to the extent possible:

a. The identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Contractor to have been, accessed, acquired, used, or disclosed during the Breach;

b. Any other information that County is required to include in the notification to Individual under 45 CFR §164.404 (c) at the time Contractor is required to notify County or promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR § 164.410 (b) has elapsed, including:

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

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

(3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;

(4) A brief description of what Contractor is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and

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

4. County may require Contractor to provide notice to the Individual as required in 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the County.

5. In the event that Contractor is responsible for a Breach of Unsecured PHI in violation of the HIPAA Privacy Rule, Contractor shall have the burden of demonstrating that Contractor made all notifications to County consistent with this Paragraph E and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.

6. Contractor shall maintain documentation of all required notifications of a Breach or its risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.

7. Contractor shall provide to County all specific and pertinent information about the Breach, including the information listed in Section E.3.b.(1)-(5) above, if not yet provided, to permit County to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable, but in no event later than fifteen (15) calendar days after Contractor's initial report of the Breach to County pursuant to Subparagraph E.2 above.

8. Contractor shall continue to provide all additional pertinent information about the Breach to County as it may become available, in reporting increments of five (5) business days after the last report to County. Contractor shall also respond in good faith to any reasonable requests for further information, or follow-up information after report to County, when such request is made by County.

9. Contractor shall bear all expense or other costs associated with the Breach and shall reimburse County for all expenses County incurs in addressing the Breach and consequences thereof, including costs of investigation, notification, remediation, documentation or other costs associated with addressing the Breach.

F. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

1. Contractor may use or further disclose PHI County discloses to Contractor as necessary to perform functions, activities, or services for, or on behalf of, County as specified in the MA-042-14011645, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by County except for the specific Uses and Disclosures set forth below.

a. Contractor may use PHI County discloses to Contractor, if necessary, for the proper management and administration of Contractor.

b. Contractor may disclose PHI County discloses to Contractor for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor, if:

i. The Disclosure is required by law; or

ii. Contractor obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person and the person immediately notifies Contractor of any instance of which it is aware in which the confidentiality of the information has been breached.

c. Contractor may use or further disclose PHI County discloses to Contractor to provide Data Aggregation services relating to the Health Care Operations of Contractor.

2. Contractor may use PHI County discloses to Contractor, if necessary, to carry out legal responsibilities of Contractor.

3. Contractor may use and disclose PHI County discloses to Contractor consistent with the County of Orange Health Care Agency

minimum necessary policies and procedures of County.

4. Contractor may use or disclose PHI County discloses to Contractor as required by law.

G. OBLIGATIONS OF COUNTY

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

2. County shall notify Contractor of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Contractor's Use or Disclosure of PHI.

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

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

H. BUSINESS ASSOCIATE TERMINATION

1. Upon County's knowledge of a material breach or violation by Contractor of the requirements of this Business Associate Contract, County shall:

a. Provide an opportunity for Contractor to cure the material breach or end the violation within thirty (30) business days; or

b. Immediately terminate the Contract MA-042-14011645, if Contractor is unwilling or unable to cure the material breach or end the violation within thirty (30) days, provided termination of the Contract MA-042-14011645 is feasible.

2. Upon termination of the Contract MA-042-14011645, Contractor shall either destroy or return to County all PHI Contractor received from County or Contractor created, maintained, or received on behalf of County in conformity with the HIPAA Privacy Rule.

a. This provision shall apply to all PHI that is in the possession of Subcontractors or agents of Contractor.

b. Contractor shall retain no copies of the PHI.

c. In the event that Contractor determines that returning or destroying the PHI is not feasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon determination by County that return or destruction of PHI is infeasible, Contractor shall extend the protections of this Business Associate Contract to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as Contractor maintains such PHI.

3. The obligations of this Business Associate Contract shall survive the termination of the Contract MA-042-14011645.

EXHIBIT 1
COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT
CERTIFICATION REQUIREMENTS

In order to enhance the child support collection efforts of the County of Orange Family Support Enforcement, all Contractors are required to provide the following information as listed on the attached form:

- If the Contractor is an individual contractor: Name, date of birth, social security number, and residence address.

- If Contractor is doing business in a form other than as an individual: Name, date of birth, social security number, and residence address of *each* individual who owns an interest of ten (10) percent or more in the contracting entity.

In addition, all Contractors must provide:

- A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees, and

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

In order to comply with child support enforcement requirements of the County of Orange, within thirty (30) days of award of Contract, the Contractor agrees to furnish the required contractor data and certifications to the Deputy Purchasing Agent.

Failure of the Contractor to timely submit the data and/or certifications required above or to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the contract. Failure to cure such breach within sixty (60) calendar days of notice from the County shall constitute grounds for termination of the Contract.

EXHIBIT 1 (cont.)

**COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT
CERTIFICATION REQUIREMENTS**

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

Name: _____

DOB: _____

Social Security No.: _____

Residence Address: _____

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

Name: _____

DOB: _____

Social Security No.: _____

Residence Address: _____

Name: _____

DOB: _____

Social Security No.: _____

Residence Address: _____

(Additional sheets may be used if necessary)

**EXHIBIT 1 (cont.)
COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT CERTIFICATION
REQUIREMENTS**

"I certify that The Regents of the University of California, a Constitutional Corporation, on behalf of UC Irvine Pathology Services is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract MA-042-14011645 with the County of Orange. I understand that failure to comply shall constitute a material breach of the Contract and that failure to cure such breach within sixty (60) calendar days of notice from County shall constitute grounds for termination of the Contract."

*Signature** *Name (Please Print)*

Title *Date*

Company Name

Contract Number

*Signature** *Name (Please Print)*

Title *Date*

Company Name

Contract Number

***Two signatures required if a corporation.**