

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND LABORATORY CORPORATION
OF AMERICA**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Laboratory Corporation of America, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for clinical laboratory services on December 28, 2005, and

WHEREAS, the parties wish to amend the Agreement to extend the term and to increase the Agreement maximum.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Paragraph **3. Payments** is hereby deleted and replaced with the following:

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed SIX HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$675,000).

2. Paragraph **4. Term and Termination** is hereby deleted and replaced with the following:

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 1, 2006 through June 30, 2008.

This Agreement may be terminated by Contractor, the Director of Mental Health Services or his/her designee at any time without a requirement of good cause

upon thirty (30) days' written notice to the other party.

In the event of termination, to the extent permitted under applicable law and regulation, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as "Materials") prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such Materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

3. Paragraph 11. **Non-Discrimination** is hereby deleted and replaced with the following:

11. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
- i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records of Patient Service Technicians providing on-site services under this Agreement with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any Contractor phlebotomist providing on-site phlebotomy services in County's facilities in any court of any complaint of discrimination or the filing by any Contractor phlebotomist providing on-site phlebotomy services in County's facilities of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, subject to the qualifications set forth in Contractor's cover letter sent to the County's Mental Health Services Contract Manager regarding compliance with County of San Mateo Equal Benefits Ordinance, attached hereto and made a part hereof, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
 - F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.
 - G. *Compliance with Contractor Employee Jury Service Ordinance.* Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees regular pay the fees received for jury service.
- 3. Exhibit A is hereby deleted and replaced with the Exhibit A attached hereto.
 - 4. Exhibit B is hereby deleted and replaced with the Exhibit B attached hereto.
 - 5. All other terms and conditions of the agreement dated December 28, 2005

between the County and Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
Jerry Hill, President
Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Laboratory Corporation of America

Allen W. Troub
Allen W. Troub, Senior Vice President

Date: 3/27/06

LABORATORY CORPORATION OF AMERICA: 2006-2008
EXHIBIT A

In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following services:

I. Services

Contractor shall provide clinical laboratory services and phlebotomy services for the Mental Health Services and Correctional Health Divisions of the San Mateo County Health Department as described in this Exhibit A. All services shall be provided in a manner prescribed by the laws of California and in accord with the applicable laws, titles, rules, and regulations, including the Clinical Laboratory Improvement Act (CLIA) of 1998 and its subsequent amendments, and Title 17, Section 2505, of the California Code of Regulations.

Required services shall include specimen collection, specimen transport, clinical laboratory analysis, provision of laboratory and specimen collection supplies, phlebotomy services, test reporting, utilization review, quality assurance, , and access to Contractor's patient service centers within San Mateo County.

A. Required Services

1. Clinical laboratory analysis

- a. Clinical laboratory services shall include, but not be limited to, the following areas: chemistry, drug testing, hematology, serology, and blood counts associated with Clozapine and Clozaril groups. Test methodologies must meet or exceed industry standards. Laboratory analysis shall be conducted by licensed staff.
- b. Clinical testing services shall include those tests listed in Contractor's current Directory of Services, which is incorporated by reference herein, and such additional services as County and Contractor agree to in writing. The Directory of Services may be modified from time to time by Contractor. Any such modification notwithstanding, Contractor shall provide services as described in this Agreement.

- c. Laboratory analysis of specimens collected from the ordering service sites shall be ordered by:
 - 1) Mental Health staff or subcontractor psychiatrists or psychiatric nurse practitioners;
 - 2) Correctional Health staff.
- d. Quality of analytical results must be monitored by: proficiency testing, routine quality control surveillance, blind submission programs, and inspection and self-assessment programs. Evidence of successful completion of these quality control activities will be made available to County upon written request.
- e. Contractor shall notify County in writing within three (3) business days of the loss of license to provide laboratory services for any facility whereby such services are provided for County.

2. Test Reporting

- a. Contractor shall send the laboratory test results to the corresponding Mental Health or Correctional Health site via teleprinter or fax, and on a secure website. If a service is ordered by a contracted provider for a San Mateo County Medi-Cal insured client who is not served at one of the described sites, the results shall be sent directly to that contracted provider. Laboratory test results shall include, at a minimum, the following:
 - 1) Patient's name (last, first, middle);
 - 2) Patient's date of birth (MM/DD/YY);
 - 3) CPT codes and description of test ordered;
 - 4) Name of the provider ordering the test;
 - 5) Test results;
 - 6) Charges; and
 - 7) Seven digit patient Identification number (CH patients), or patient identification number (MH clients)

- b. Contractor shall provide a hard copy of test results to each Mental Health site or Correctional Health facility within twenty-four (24) hours from receipt of specimen for most routine assays ordered, with the exception of cytology, microbiology and selected tests from the "Test Volumes and Pricing" attached as Attachment C. Contractor shall provide cytology results within five (5) business days of receipt of specimen.

The teleprinter shall remain the property of Contractor or Contractor's vendor, as the case may be. Contractor shall repair and maintain equipment. Necessary replacement as a result of normal wear and use shall be the responsibility of Contractor or its vendor.

- c. Abnormal results will be clearly highlighted by Contractor on the test results. Upon request, Contractor will provide County with a list of Contractor's predetermined "critical values" and all "critical value" results will be reported to the ordering facility within four (4) hours from release of test result via telephone call to ordering facility. In addition, Contractor, upon request will supply a list of "alert values" as identified and mutually agreed upon between County and Contractor. "Alert value" results shall be provided via telephone call by the Contractor to the ordering facility by the next business day.
- d. STAT test results shall be reported to the ordering facility within four (4) hours of receipt of specimen at testing facility via telephone call to ordering facility.
- e. Contractor shall provide routine reports customarily provided by Contractor without additional charge when requested by the Mental Health Medical Director or her designee or the Correctional Health Manager or her designee. Other special reports about laboratory data may be generated by Contractor for the price and by the terms mutually agreed to by Contractor and the Medical Director or her designee and/or the Correctional Health Manager or her designee.
- f. Web-base test result reporting – e-Results

Preliminary and final patient test results shall be available to County providers through the Contractor "e-Results" Web-based service.

3. Specimen Transportation

Contractor shall provide specimen transport services as described in paragraphs I.B.1. and I.C.2. of this Exhibit A.

4. Specimen Collection Supplies

Supplies for the collection, preservation and transportation of specimens will be provided by Contractor to all ordering facilities. These include, but are not limited to: needles, specimen tubes/slides, collection and preservation equipment. Centrifuges will be provided by Contractor on a loan basis for preparation of specimens sent to a Contractor facility subject to signature of Contractor's Equipment Loan Acknowledgement. Contractor shall provide the supplies required for specimen collection for the types of laboratory analyses described in this Agreement. Such supplies shall be used solely for the purposes identified within this Exhibit A.

Contractor shall provide a description of specimen and handling requirements to each ordering facility. Changes and updates in specimen requirements will be communicated by Contractor to County in writing prior to changes being implemented.

5. Phlebotomy Services

Contractor shall provide phlebotomy services by certified phlebotomists at Mental Health clinic sites and at Correctional Health sites, as described in Paragraph I.B.2. and Paragraph I.C.1., respectively of this Exhibit A.

B. Mental Health Services

Contractor shall provide phlebotomy and laboratory services for San Mateo County Mental Health Plan (herein after referred to as "Mental Health"), which includes indigent clients and San Mateo County clients with, but not limited to, the following types of insurance coverage: Medi-Cal, Health Plan of San Mateo ("HPSM") Healthy Families, HPSM Healthy Kids, HPSM HealthWorx, and/or HPSM Care Advantage and other coverages as identified in Attachment A ("Participating Health Plans") as the same may be updated from time to time by Contractor. Laboratory services will be ordered by Mental Health or contractor psychiatrist(s) or psychiatric nurse practitioner(s) for the management of mental health conditions. Mental Health Services' sites include those sites listed below. Additional clinical sites may be added by Mental Health during the term of this Agreement, as needed.

1. Specimen Transport Services

Contractor shall provide specimen transport services by staff trained in the handling of laboratory specimens, including documentation of chain of custody of specimens. Contractor shall provide specimen pickup routinely at each Mental Health Services facility pursuant to the schedule listed below. Transportation service and delivery of specimens to Contractor's sites shall be available once per day, Monday through Friday, at a regularly scheduled time, or as negotiated for each Mental Health site. Pick-up service from the mental health centers where blood is drawn or urine samples collected shall be provided. Additional, STAT, and late pickups at the designated sites and others will be provided Monday through Sunday as needed. Contractor's STAT couriers will arrive at the requesting facility within two (2) hours of request; all other nonscheduled pickups will be accommodated within eight (8) hours of request.

Mental Health Services Sites	
Site	Address
North County Mental Health Center	375 89 th Street, Daly City
Central County Mental Health Center	3080 La Selva, San Mateo
South County Mental Health Center	802 Brewster Ave, Redwood City
Community Counseling Center	2415 University Ave., East Palo Alto
Coastside Mental Health Center	225 S. Cabrillo Highway, Ste 200A, Half Moon Bay

Caminar/CLC	136 N. San Mateo Drive, Suite 101, San Mateo
Canyon Oaks Youth Center	400 Edmonds Road Redwood City
Bruce-Badilla Board & Care Home	344 Franfort Street, Daly City
20 th Avenue Mental Health Center	150 West 20 th Avenue, San Mateo, CA 94403

2. Phlebotomy Services

- a. Contractor shall provide phlebotomy services by certified phlebotomists at Mental Health clinic sites during regular clinic hours for a minimum of 17.5 hours of phlebotomy service per week as scheduled in the following table. Phlebotomists will provide efficient and empathetic service. New phlebotomists will receive four (4) hours of training in working with mental health clients. Training will include four (4) hours of training provided by Mental Health staff.
- b. The phlebotomists will perform only duties and services directly related to the collection of blood and urine samples to be tested by Contractor, obtaining billing information for Contractor's use, and completing the appropriate test request forms. The Services will be provided by Contractor to the extent allowed by applicable laws and regulations and in accordance with Contractor's then-current policies, procedures, and guidelines. County agrees not to request or permit the phlebotomist to perform any other duties or services. The County shall not ask the phlebotomist to enter or perform Services in an Isolation Ward, Infectious Disease Area or any other area which is restricted by virtue of the diseases which are or may be present. The phlebotomist shall serve as the exclusive employee of CONTRACTOR and shall in no way serve or act as an employee, contractor or agent of County. County agrees to notify Contractor promptly if it reasonably feels that the phlebotomist is not performing the duties and services hereunder in a satisfactory manner. County agrees that Contractor may perform random unannounced visits for the purpose of monitoring the phlebotomist's compliance with the terms of this Agreement and applicable laws and regulations.

- c. County shall indicate the entity responsible for payment of Services rendered on the requisition submitted to Contractor. If County indicates that County is responsible for payment, Contractor will bill County at the rates set forth in Attachment C. If County indicates that a third party is responsible for payment, Contractor, in accordance with legal and regulatory requirements, agrees to bill the responsible party as set forth in Exhibit B, Section III.B.2., for services performed under this Agreement.
- d. Each party to this Agreement acknowledges that no representation, inducement, promise or agreement, orally or otherwise, has been made by any party, which is not embodied herein, and no other agreement, statement or promise relating to specimen collection services not contained in this Agreement shall be valid or binding.
- e. County shall be responsible for the storage, removal and disposal of medical waste generated by the specimen collection services provided hereunder
- f. Phlebotomists shall have a minimum of one (1) year of phlebotomy experience.
- g. Phlebotomy services shall be overseen by a Clinical Licensed Scientist (CLS). Phlebotomists shall receive ongoing evaluation and competency assessments.
- h. Contractor shall conduct twice-yearly satisfaction surveys of County clients and staff regarding phlebotomy services. Results of those surveys shall be provided to the County. The first such survey shall be conducted by April 1, 2006.
- j. Contractor will provide phlebotomy collection supplies for the scheduled sites. Contractor shall provide phlebotomy services on-site at the Mental Health clinics listed in the following table. Service times, locations and volumes may be adjusted in response to Mental Health needs by mutual written consent of County and Contractor.
- k. Phlebotomy and laboratory services shall be provided at Contractor Patient Service Centers as needed.

- I. Contractor shall provide phlebotomy coverage for times when Contractor's regularly scheduled phlebotomists are absent. Phlebotomists providing such coverage shall have the same training and receive the same evaluation and competency assessment as regularly scheduled phlebotomists. In the event that Contractor is or expects to be temporarily unable to provide all or a portion of the phlebotomy coverage, Contractor shall make all commercially reasonable efforts to provide County with a minimum of two (2) weeks notice of such anticipated interruption of phlebotomy coverage.

Sites	Phlebotomy Hours
Central County Mental Health 3080 La Selva San Mateo, CA	Tuesdays, 9:00-10:00am Wednesdays, 9:00-10:30am Thursdays, 9:00-10:30am
South County Mental Health 802 Brewster Redwood City, CA	Tuesdays, 8:30-11:00am Wednesdays, 8:30-11:00am Wednesdays, 1:00-3:30pm
Community Counseling 2415 University Ave. East Palo Alto, CA	Tuesdays, 1:00-2:00pm
North County Mental Health 375 89 th Street Daly City	Monday, 9:00-10:30am Thursdays, 8:30-10:30am
Caminar/CLC 136 N. San Mateo Drive, # 101 San Mateo	Tuesdays, 10:30-11:00am

3. Use of Contractor's Patient Service Centers

Mental Health clients who have laboratory services ordered by Mental Health or subcontractor psychiatrists and psychiatric nurse practitioners, may also go to Contractor's Patient Service Centers for their laboratory service needs.

C. Correctional Health

Contractor shall provide phlebotomy and laboratory services for San Mateo County Correctional Health Services (herein after referred to as "Correctional Health") for inmates at the sites listed below. Phlebotomy services shall be provided during times as noted below. Different times and sites may be negotiated as necessary by mutual written consent of County and Contractor.

Site	Phlebotomy Hours
Maguire Correctional Facility, 300 Bradford Street Redwood City	Monday, Wednesday, Friday 6:00 - 9:00am
Women's Correctional Facility 1590 Maple Street Redwood City	Tuesday, Thursday 5:30 - 8:30am

1. Phlebotomy Services

- a. The contractor shall provide phlebotomy services by a certified phlebotomist at the above specified correctional Health sites and times. All phlebotomists working within Correctional Health must pass a security clearance by the San Mateo County Sheriff. New Phlebotomists will receive three (3) hours of training working with incarcerated persons and security provided by Correctional Health.
- b. The phlebotomists will perform only duties and services directly related to the collection of blood and urine samples to be tested by Contractor, obtaining billing information for Contractor's use, and completing the appropriate test request forms. The Services will be provided by Contractor to the extent allowed by applicable laws and regulations and in accordance with Contractor's then-current policies, procedures, and guidelines. County agrees not to request or permit the phlebotomist to perform any other duties or services. The phlebotomist shall serve as the exclusive employee of CONTRACTOR and shall in no way serve or act as an employee, contractor or agent of County. County agrees to notify Contractor promptly if it reasonably feels that the phlebotomist is not performing the duties and services hereunder in a satisfactory manner.
- c. County shall pay Contractor for the collection of specimens at the rate set forth in Attachment C.

- d. Each party to this Agreement acknowledges that no representation, inducement, promise or agreement, orally or otherwise, has been made by any party, which is not embodied herein, and no other agreement, statement or promise relating to specimen collection services not contained in this Agreement shall be valid or binding.
- e. County shall be responsible for the storage, removal and disposal of medical waste generated by the specimen collection services provided hereunder.
- f. Phlebotomists shall have a minimum of one (1) year of phlebotomy experience.
- g. Phlebotomy services shall be overseen by a Clinical Licensed Scientist (CLS). Phlebotomists shall receive ongoing evaluation and competency assessments.
- h. Contractor shall conduct twice-yearly satisfaction surveys of County clients and staff regarding phlebotomy services. Results of those surveys shall be provided to the County. The first such survey shall be conducted by April 1, 2006.
- i. Contractor will provide phlebotomy collection and other lab supplies including but not limited to wound culture and urine collection supplies.
- j. Contractor shall provide phlebotomy coverage for times when Contractor's regularly scheduled phlebotomists are absent. Phlebotomists providing such coverage shall have the same training and receive the same evaluation and competency assessment as regularly scheduled phlebotomists. In the event that Contractor is or expects to be temporarily unable to provide all or a portion of the phlebotomy coverage, Contractor shall make all commercially reasonable efforts to provide County with a minimum of two (2) weeks notice of such anticipated interruption of phlebotomy coverage.

2. Specimen Transport Services

Contractor shall provide specimen transport services by staff trained in the handling of laboratory specimens, including documentation of chain of custody of specimens. Contractor shall provide specimen pickup routinely at each Correctional Health facility pursuant to the following listed schedule. Transportation service and delivery of specimens to Contractor's sites shall be available once per day, Monday through Friday, at a regularly scheduled time, or as negotiated for each Correctional Health site. Pick-up service from the Correctional Health sites where blood is drawn or urine samples collected shall be provided. Additional, STAT, and late pickups at the designated sites and others will be provided Monday through Sunday as needed. Contractor's STAT couriers will arrive at the requesting facility within two (2) hours of request; all other nonscheduled pickups will be accommodated within eight (8) hours of request.

Correctional Health Site	Frequency of Pickup	
Maguire Correctional Facility	As requested	Monday-Sunday
Women's Correctional Center	As requested	Monday-Sunday

D. All Program Administration

1. Service Coordination

Contractor shall have a designated customer service representative who will have scheduled quarterly meetings with the Mental Health Medical Director or a designated Mental Health representative and scheduled monthly meetings with the Correctional Health Manager. These meetings shall include a review of the activities within the scope of the laboratory services contract, including technical and administrative issues, to assure smooth coordination and problem resolution.

2. Customer Service

- a. Contractor shall provide and maintain a list of current contact information for the following service areas:
 - 1) Phlebotomy supplies;
 - 2) Billing services;
 - 3) Reordering supplies;
 - 4) Laboratory medical director; and
 - 5) Customer service representative.

- b. Contractor shall make available customer service and technical assistance by telephone twenty-four (24) hours per day. Contractor shall make available a toll free telephone number for Contractor Customer Service Center to each ordering facility. The Customer Service Center shall provide information regarding: test results, status of test in progress, specimen and special handling requirements, fees or billing information, and procedures for adding additional tests to specimens already submitted. Technical assistance that is not handled directly shall be provided in a professional manner within one (1) working day.
- c. Contractor shall provide quality laboratory services for the Mental Health and Correctional Health clients. Appropriately licensed and certified professional staff shall conduct laboratory analysis. Contractor shall provide to county a description of its standard quality control programs for laboratory and phlebotomy services.

3. Quality Assurance

Contractor must be able to assure quality phlebotomy and laboratory services for the Mental Health and Correctional Health clients. The contractor will provide a quality control program and meet CLIA guidelines as well as state and local regulations. Quarterly Contractor clinical laboratory QA reports shall be provided to Mental Health Services upon written request.

The Contractor quality assurance program will include quarterly on-site inspections of Mental Health phlebotomy services and consultation to staff. Inspection recommendations and Quality control audits shall be provided to County upon written request. Quality assurance activities related to phlebotomy services shall include, but not be limited to:

- a. Annual competency review;
 - b. Twice annual distribution and collection of phlebotomy customer services satisfaction surveys.
4. Contractor shall meet regulatory deadlines for compliance with all Health Insurance Portability Accountability Act (HIPAA) requirements.

III. ADMINISTRATIVE REQUIREMENTS

- A. Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of seven (7) years, and as required by applicable state and federal laws, titles, rules, and regulations, including the Clinical Laboratory Improvement Act (CLIA) of 1998 and its subsequent amendments, and Title 17, Section 2505, of the California Code of Regulations.

- B. Compliance Plan and Code of Conduct

Contractor shall read and be knowledgeable of the compliance principles contained in the Mental Health Compliance Plan and Code of Conduct. In addition, Contractor shall assure that Contractor's workforce is aware of compliance mandates, and are informed of the existence and how to use the Compliance Improvement Hotline Telephone Number (650) 573-2695.

- C. Cultural Competency

Contractor shall use good faith efforts to translate health-related materials in a culturally and linguistically appropriate manner. At least once per year and upon request, Contractor shall provide to County copies of Contractor's health-related materials in English and as translated; and

- D. Contractor may not employ any persons deemed an Ineligible Person by the Office of the Inspector General in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who (1) is currently excluded, suspended, debarred or otherwise ineligible to participate in Federal health care programs, or (2) has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the Federal health care programs after a period of exclusion, suspension, debarment or ineligibility. Ineligibility may be verified by checking: www.Exclusions.OIG.HHS.Gov.

- E. Availability and Accessibility of Service

Contractor shall offer hours of operation that are no less than the hours of operation offered to commercial enrollees, if the Contractor also serves enrollees of a commercial plan, or that are comparable to the hours the Contractor makes available for Medi-Cal services that are not covered by the County or another Mental Health Plan, if the Contractor serves only Medi-Cal clients.

IV. PERFORMANCE OBJECTIVES

- A. Mental Health Services
90 % of monthly electronic tape billing data files deliveries will be made within ninety (90) days of the end of the month.
- B. Correctional Health
A minimum of 95% of results of routine tests with a 24 hour turn-around result time will be provided within twenty-four (24) hours of receipt of specimen.

LABORATORY CORPORATION OF AMERICA: 2006-2008
Exhibit "B"

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor as described in this Exhibit B. All payment under this Agreement must directly support services specified in this Agreement.

I. Agreement Maximum – All Services

- A. For the period of January 1, 2006, through June 30, 2006, the maximum obligation due to Contractor shall not exceed ONE HUNDRED FIFTY-FIVE THOUSAND DOLLARS (\$155,000).
- B. For the period of July 1, 2006, through June 30, 2007, the maximum obligation due to Contractor shall not exceed TWO HUNDRED SIXTY THOUSAND DOLLARS (\$260,000).
- C. For the period of July 1, 2007, through June 30, 2008, the maximum obligation due to Contractor shall not exceed TWO HUNDRED SIXTY THOUSAND DOLLARS (\$260,000).
- D. Notwithstanding the method of payment set forth herein, in no event shall County pay or be obligated to pay Contractor more than the combined sum of SIX HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$675,000) for services provided to Mental Health Services and Correctional Health Services for the term of this Agreement.
- E. Mental Health Services Division
 - 1. Maximum Obligation

Notwithstanding the method of payment set forth herein, in no event shall County pay or be obligated to pay Contractor more than the sum of THREE HUNDRED SIXTY-FIVE THOUSAND DOLLARS (\$365,000) for services provided to Mental Health Services as described in Exhibit A of this Agreement. This refers to the amount due from the County by means of invoice and does not include third party payments (i.e. Medicare, Medical and other third party payments). Services shall be billed on a fee-for-service basis. Mental Health Services Division shall be billed based on the Fee Schedule in Exhibit B, Section II.A. Fee Schedule – High Volume Tests, Attachment C – Test Volumes and Pricing, and Exhibit B, Section III. B. Billed costs shall be inclusive of supplies, transport service, analysis of specimens, technical assistance, and any other services or supplies required for the provision of laboratory services as described in Exhibit A of this agreement.

2. Contractor shall charge the lower of the prices in Attachment C – Test Volumes and Pricing and Exhibit B, Section II.A. – Fee Schedule – High Volume Tests.
3. For the period of January 1, 2006 – June 30, 2006 the maximum obligation due by County to Contractor for services provided to Mental Health Services shall not exceed EIGHTY-FIVE THOUSAND DOLLARS (\$85,000).
4. For the period of July 1, 2006 – June 30, 2007 the maximum obligation due by County to Contractor for services provided to Mental Health Services shall not exceed ONE HUNDRED FORTY THOUSAND DOLLARS (\$140,000).
5. For the period of July 1, 2007 – June 30, 2008 the maximum obligation due by County to Contractor for services provided to Mental Health Services shall not exceed ONE HUNDRED FORTY THOUSAND DOLLARS (\$140,000).

Correctional Health Services

1. Payments

Notwithstanding the method of payment set forth herein, in no event shall County pay or be obligated to pay Contractor more than the sum of THREE HUNDRED TEN THOUSAND DOLLARS (\$310,000) for services provided to Correctional Health Services as described in Exhibit A of this Agreement. Services shall be billed on a fee-for-service basis. Correctional Health Services shall be billed according to Exhibit B, Section II.A. Fee Schedule – High Volume Tests, Attachment C – Test Volumes and Pricing, and Exhibit B, Section III. C. Billed costs shall be inclusive of supplies, transport service, analysis of specimens, technical assistance, and any other services or supplies required for the provision of laboratory services as described in Exhibit A of this agreement.

2. Contractor shall charge the lower of the prices in Attachment C – Test Volume and Pricing Exhibit B, Section II.A., Fee Schedule – High Volume Tests.
3. For the period of January 1, 2006 – June 30, 2006 the maximum obligation due by County to Contractor for services provided to Correctional Health Services shall not exceed SEVENTY THOUSAND DOLLARS (\$70,000).
4. For the period of July 1, 2006 – June 30, 2007 the maximum obligation due by County to Contractor for services provided to Correctional Health Services shall not exceed ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000).
5. For the period of July 1, 2007 – June 30, 2008 the maximum obligation due by County to Contractor for services provided to Correctional Health Services shall not exceed ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000).

II. Fee Schedule – All Services

High volume tests shall be reimbursed at the rate schedule below. These rates supersede rates in Attachment C – Test Volumes and Pricing

Prices for all other tests shall be as established in Attachment C – Test Volume and Pricing, incorporated by reference herein.

A. Fee Schedule – High Volume Tests

Test Code	Test Name	Price
322744	Acute Hepatitis Panel	\$33.50

001545	ALT	\$5.00
071282	Amphetamine confirm	\$35.00
001396	Amylase	\$5.00
001123	AST	\$3.25
322758	Basic Metabolic Panel	\$7.00
071316	Cannabinoid Confirma	\$35.00
028142	CBC	\$4.00
005009	CBC/Platlets/Absolu	\$6.00
005009	CBC ws/platelets & diff	\$6.00
00165	Cholesterol	\$4.00
071324	Cocaine Confirmation	\$35.00
322000	Comp. Metabolic Panel	\$7.00
003012	Creatinine, Urine	\$6.00
007401	Dilantin (Phenytoin)	\$11.00
794370	Drug Screen 10-50 +	\$18.00
789120	EIA 10 + Alcohol	\$25.00
303754	Electrolytes	\$3.75
303754	Electrolyte Panel	\$3.75
004309	FSH	\$11.25
001032	Glucose	\$5.00
001818	Glucose Fasting	\$5.00
102004	Glucose Tol, Gestational, 3 hrs	\$13.00
001693	Glycohemoglobin, A1C	\$5.75
001693	Glycohemoglobin (HBA)	\$5.75
162289	H. Pylori, IgG	\$16.00
004556	HCG, Serum (Preg) Qual	\$7.00
006395	Hepatitis B Surface Antibody	\$8.00
006510	Hepatitis B Surface Antigen w/ reflex confirm#	\$6.00
143991	Hep C AB	\$22.00
322755	Hepatic Function Panel	\$5.75
303756	Lipid Panel	\$5.50
007708	Lithium	\$6.00
140050	Microalbumin, Semiqu	\$5.50
202945	Obstetric Panel	\$40.50
071456	Opiate Confirmation	\$35.00
009100	Pap Smear	\$15.00
004465	Prolactin	\$12.75
005199	PT (Protime) w/NR	\$3.25
005207	PTT (Activated)	\$3.25
006072	RPR	\$4.50
164160	Sure Test GC Chlamydia	\$16.00
001156	T-3 Uptake	\$3.75
4259	Thyroid Stimulating Hormone	\$22.00
001974	Thyroxine-Free	\$7.00

003038	Urinalysis	\$3.50
003384	Urinalysis-Macro	\$3.25
007260	Valproic Acid	\$12.00
270510	Viral Load/ CD4	\$38.00

III. Additional terms

A. All Services

1. The Director of Health is authorized to execute subsequent amendments and minor modifications not to exceed \$25,000 in aggregate and to make minor changes in the types of services and activities provided under the agreement. Such modifications and changes shall be made upon mutual agreement of County and Contractor.
2. Budget modifications may be approved by the Director of Health or her designee, subject to the maximum amount set forth in Paragraph 3 of this Agreement.
3. If County finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, and this Agreement may either be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 4 of this Agreement.
4. In the event this Agreement is terminated prior to June 30, 2008, the Contractor shall be paid for services already provided pursuant to this Agreement.
5. In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.

B. MENTAL HEALTH SERVICES

1. Contractor shall maintain separate accounts for each Mental Health service site. Information from separate accounts shall be provided as agreed upon by Contractor and Mental Health. Accounts may be added or deleted as requested by Mental Health Services. Additional accounts may be added for individual Mental Health contract providers, as requested by Mental Health Services.

2. Billing

Contractor shall bill County or applicable parties for all tests performed on behalf of clients, as described below.

- a. For clients receiving services at Mental Health clinics, third party billing information will be provided to the contractor via printed labels. Contractor shall be responsible for collection of third party billing information from clients who receive services at contractor laboratory sites. County shall be responsible for promptly providing Contractor with required diagnosis code information.
- b. Costs for services provided at the request of Mental Health for clients with Medi-Cal insurance coverage or who are indigent shall be billed directly to County.
- c. Services for clients who have Health Plan of San Mateo ("HPSM") Healthy Families, HPSM Healthy Kids, HPSM HealthWorx, and/or HPSM Care Advantage insurance coverages shall be billed directly to the HPSM. Services for clients with Medi-Cal coverage that were not requested by Mental Health shall also be billed to the HPSM.
- d. Services for Medicare covered clients will be billed to Medicare to their respective Medicare providers.
- e. Contractor is responsible for billing for all tests performed on behalf of clients who are insured by HPSM and those private insurance companies listed on Attachment A – Participating Health Plans.

- f. County has no financial responsibility for services provided to beneficiaries of HPSM or where there is a responsible third party payor as listed on Attachment A, unless Contractor is unable to obtain payment from any third party due to County's failure to provide the information required in this Agreement or as a result of County's failure to follow applicable rules or regulations, and to the extent that County inadvertently makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement.
- g. Contractor is responsible for the collection of applicable share of cost, deductibles and co-payments for clients with third-party insurance coverage.
- h. For services that cannot be billed by one of the options described above, Contractor shall bill the County. Under no circumstances shall Contractor bill clients directly for services, except for applicable share of cost, deductibles and co-payments as described in III.B.2.g. above.

3. Invoices and Electronic Tape Billing Data File

- a. Service period of January 1, 2006 through February 28, 2006
Contractor shall provide monthly paper invoices to include costs for all laboratory test services performed under this Agreement for Mental Health Services, as referenced in Exhibit A, for those charges to be billed directly to County. The paper invoice is due within twenty (20) days from the end of the service month, and shall be mailed to:

Doreen Avery, Business Systems Manager
Mental Health Services
225 37th Avenue
San Mateo, CA 94403

Monthly invoices shall also be provided via email in an Excel file format. These invoice files shall include those data elements identified in Attachment D. These Excel files are due within twenty (20) days from the end of the service month, and shall be emailed to:

Doreen Avery, Business Systems Manager at davery@co.sanmateo.ca.us, and
Kathleen Luisotti, at kluisotti@co.sanmateo.ca.us.

- b. Service period of March 1, 2006 through June 30, 2008

Contractor shall provide a monthly customized electronic tape billing data file in an ASCII format. This file shall include costs for all laboratory test services performed under this Agreement for Mental Health Services, as referenced in Exhibit A, for those charges to be billed directly to County. These electronic tape billing data files shall include only those data elements identified in Attachment D. These electronic tape billing data files are due within twenty (20) days from the end of the service month, and shall be submitted via email to both:

Doreen Avery, Business Systems Manager at davery@co.sanmateo.ca.us, and Kathleen Luisotti, at kluisotti@co.sanmateo.ca.us.

Payment for services shall be contingent upon timely receipt of electronic tape billing data files. These electronic tape billing data files will serve as the monthly invoice for billing. Files received more than thirty (30) days late shall be subject to a payment penalty as described in Paragraph III.B.4. of this Exhibit B.

- c. Payment shall not be made for services that are invoiced more than six (6) months after the date of service.

4. Payment Penalty

A payment penalty will be imposed for the late delivery of the electronic tape billing data files, as defined in Paragraph III.B.3.b. of this Exhibit B. for services provided during the period of March 1, 2006 through June 30, 2008. The monthly payment due from Contractor from County for services provided to Mental Health Services shall be reduced by ten percent (10%) from the original invoiced amount for every thirty (30) day period past the due date in which delivery of the electronic tape billing data file does not occur.

5. Contractor shall not submit a claim to, demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any laboratory or related administrative services provided under this contract except to collect other third-party health insurance coverage, share of cost and co-payments, as applicable. The Contractor shall not hold beneficiaries liable for debts in the event that the County becomes insolvent, for costs of covered services for which the State does not pay the County, for costs of covered services for which the State or the County does not pay the Contractor, for costs of covered services provided under this or other contracts, referral or other arrangement rather than from the County, or for payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a beneficiary with an emergency psychiatric condition.
6. Claims Certification and Program Integrity
 - a. To the extent applicable to a reference clinical laboratory and to the extent required by the authority referenced in this Paragraph III.B.6.a., Contractor shall comply with all state and federal statutory and regulatory requirements for certification of claims, including Title 42, Code of Federal Regulations (CFR) Part 438, Sections 438.604, 438.606, and, as effective August 13, 2003, Section 438.608, as published in the June 14, 2002 Federal Register (Vol. 67, No. 115, Page 41112), which are hereby incorporated by reference.
 - b. Contractor shall use reasonable commercial efforts to ensure that claims submitted in connection with this Agreement are accurate and comply with applicable terms of this Agreement. Services shall be offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability and the services included in the claim were actually provided to the beneficiary.

- c. Except as provided in *Paragraph II.B.* of Exhibit A relative to medical records, Contractor agrees to keep for a minimum period of three years from the date of service a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. Contractor agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Services; the Medi-Cal Fraud Unit; California Department of Mental Health; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, Managed Risk Medical Insurance Board or their duly authorized representatives, and/or the County.

C. CORRECTIONAL HEALTH SERVICES

1. Invoicing

- a. Contractor shall bill directly to Correctional Health for laboratory services performed. Invoices shall be submitted in hard copy and in conformity with usual and customary billing methods. Invoices shall be sent to: Nomalee Tilman, Clinical Services Manager, 300 Bradford Street, Redwood City, CA 94063.
- b. Monthly invoices shall include the following data elements: Patient Identification Number, if provided by County, Test Date, Billed Price, Service Name, and Client Name. Invoices shall include all services performed during the month being invoiced.
- c. Contractor shall maintain two separate accounts for each Correctional Health site. Information from separate accounts shall be provided as agreed upon by Contractor and Correctional Health.



IPA's:

Alta Bates Medical Group
Alta Bates Medical Associates
Alta Bates Senior Care
Brown & Toland Medical Group
Mills Peninsula Medical Group in Daly City only
Sutter Medical Group of the Redwoods
Solano Medical Group
Sutter Regional Medical Foundation (Solano)

Participating Health Plans:

LABCORP ATTACHMENT A - Contracted Insurances

LabCorp is not limited to accept PPO / Network insurances to the ones listed. However, HMO insurances must be affiliated with one of the following Direct HMO Networks or IPA's.

HMO's, PPO's, TPA's:

AARP
Admar / Medsense Network
Aetna US Healthcare - Direct HMO
Aetna US Healthcare - EPO & PPO
AmeriHealth Administrators
BC/BS Federal Employees
BC/BS Out of State (Blue Card)
Beech Street Network
Benefit Panel Services - EPO & PPO
Benesight
Blue Cross of California - Direct HMO
Blue Cross of California - Medi-Cal
Blue Cross of California - PPO
Blue Cross Prudent Buyer
Blue Shield of California - Direct HMO
Blue Shield of California - PPO
CappCare Network
Carpenters Health
Cigna - Direct HMO Southern California Only
Cigna - PPO
Community Care Network (CCN)
Core-Source
Employers Health / Humana
First Health Network
Fortified Health Network
General American
Great West PPO
Guardian
Healthcare Advantage
HealthNet - Direct HMO
HealthNet - PPO
Humana Employers Health
Integrated Health Services
Inter Plan Network
Inter Valley Health Plan - EPO / PPO
John Deere (National)
Lab Direct-Allen Canning
Lab Direct-American Health Grp-Dana Corp
Lab Direct-Drew University Student Health Plan
Lab Direct-Hoffman La Roche
Lab Direct-Local 1964
Lab Direct-Pandol & Sons / Tayson Admin
Lab Direct-Parker Hannifin Corporation
Lab Direct-Retail, Wholesale Department Store Union
Lab Direct-University of Delaware/University Health Plan

Foundation for Medical Care (All Counties)
Managed Care Strategies (MCS)
Medical Development International
Multi Plan Inc. Network
Mutual of Omaha
National Assoc of Letter Carriers
National Preferred Provider Network
Nationwide Health Plans (Calfarm)
New York Life
Northwestern National Life
One Health Plan - PPO
Oxford Health Plans
Pacific Foundation for Medical Care
PacifiCare - Direct HMO
PacifiCare - PPO
Phoenix Mutual/Financial
PIA / Personal Ins Admin
Plan Handlers
Preferred Health Network
Private Health Care Systems (PHCS)
Provider Network of America (Pro-Net)
UniCare Wellpoint Network
United Food & Commercial Workers/UFCW
United Health Care - PPO
United Payors & Providers
Universal Care
USA Managed Care Organization
WellMark Health Care
Worker's Compensation

Government Payors / Programs:

California Children's Services (CCS)
Cancer Detection Program
Child Health & Disability Prevention (CHDP)
Child Treatment Unit
County Medical Services (CMS)
Genetically Handicapped Persons Program (GHPP)
Government Employees Health Assoc. (GEHA)
Medi-Cal (Medicaid) Straight Medical only

Note: County Medical Partnerships call local plan

Medicare
Medicare Railroad
State Only Family Planning (MDSOF)
TriCare / Champus

LABCORP ATTACHMENT C - Test Volumes and Pricing

LabCorp Test Code	Test	Fee
006056	ABO GROUP	\$6.00
006049	ABO GROUP RH TYPE	\$12.00
007740	ACETAMINOPHEN	\$20.00
017996	ALCOHOL BLOOD	\$22.50
002030	ALDOLASE	\$5.00
001107	ALKALINE PHOSPHATASE	\$5.00
002253	ALPHA-FETOPROTEIN NO	\$9.75
001545	ALT (SGPT)	\$5.00
007476	AMITRIPTYLINE (ELAVI	\$18.00
007054	AMMONIA	\$11.00
071282	AMPHETAMINE CONFIRMA	\$35.00
074401	AMPHETAMINES EIA - N	\$7.81
001396	AMYLASE SERUM	\$5.00
164855	ANA	\$7.00
006015	ANTIBODY SCREEN	\$7.00
096339	ANTI-DNA (DS)	\$12.00
161455	ANTI-JO-1 ABS	\$18.00
162388	ANTINEUTROPHIL CYTOPLA PANEL	\$20.00
006692	ANTI-THYROGLOBULIN A	\$9.25
007039	ARSENIC	\$43.00
006031	ASO TITER (ANTI-STREPT	\$4.50
001123	AST (SGOT)	\$3.25
071290	BARBITURATE CONF URI	\$35.00
322758	BASIC METABOLIC	\$7.00
071308	BENZODIAZEPINE CONF	\$35.00
143404	CA 15-3 (ABBOTT)	\$14.25
001016	CALCIUM	\$3.25
004804	CALCIUM, IONIZED	\$9.00
071316	CANNABINOID CONFIRMA	\$35.00
007419	CARBAMAZEPINE	\$12.00
007187	CARBOXYHEMOGLOBIN	\$12.00
001529	CAROTENE	\$8.00
028142	CBC	\$6.00
005017	CBC WITHOUT PLATELET	\$6.00
005009	CBC/PLATELETS/ABSOLU	\$6.00
002139	CEA (CARCINOEMBRYONI	\$12.00
001560	CERULOPLASMIN	\$5.75
303758	CHEM 7	\$4.00
188078	CHLAMYDIA BY AMPLIFI	\$23.00
001206	CHLORIDE	\$3.25
001065	CHOLESTEROL	\$4.00
706465	CLOMIPRAMINE	\$20.00
706440	CLOZAPINE (CLOZARIL)	\$35.00
001578	CO2	\$3.25
071324	COCAINE CONFIRMATION	\$35.00
322000	COMPREHENSIVE METABO	\$7.00
004051	CORTISOL	\$9.00
104018	CORTISOL A.M.	\$9.00
001362	CPK	\$3.25
006627	C-REACTIVE PROTEIN	\$6.00
001370	CREATININE	\$3.25

LABCORP ATTACHMENT C - Test Volumes and Pricing

LabCorp Test Code	Test	Fee
003004	CREATININE CLEARANCE	\$7.50
013672	CREATININE URINE RAN	\$6.00
003012	CREATININE, URINE	\$6.00
183194	CT / NG BY AMPLIFIED DNA	\$58.00
008649	CULTURE, BACTERIAL,	\$11.00
004697	DHEA SULFATE	\$15.75
007989	DIAZEPAM (VALIUM), B	\$21.00
007609	DOXEPIIN (INCLUDES NORD	\$21.00
766063	DRUG SCREEN SERUM	\$143.44
096248	EBV-EARLY ANTIGEN	\$15.00
010272	EBV-NUCLEAR AG SERUM	\$16.00
096230	EBV-VCA IGG SERUM	\$15.00
789120	EIA 10 + ALCOHOL	\$25.00
303754	ELECTROLYTE	\$3.75
005215	ESR (WESTERGREN)	\$4.50
005215	ESR (WESTERGREN) MANUAL	\$4.50
004515	ESTRADIOL	\$21.50
004598	FERRITIN	\$6.75
706887	FLUPHENAZINE	\$30.00
002014	FOLATE SERUM	\$7.50
480640	FREE PSA (HYBRITECH)	\$16.00
010389	FREE T3	\$20.75
004309	FSH	\$11.25
188086	GC BY AMPLIFIED DNA	\$29.00
001958	GGT	\$3.25
163402	GLIADIN ANTIBODY PAN	\$25.00
001818	GLUCOSE	\$5.00
102277	GLUCOSE 1 HR (50 GRAMS)	\$5.00
001818	GLUCOSE FASTING	\$5.00
102004	GLUCOSE TOLERANCE - GEST	\$13.00
003376	GLUCOSE, QUANTITATIV	\$5.00
001693	GLYCOHEMOGLOBIN (HBA	\$5.75
008540	GRAM STAIN	\$7.75
180745	GROUP STREP CULTURE	\$8.75
162289	H.PYLORI AB - IGG	\$16.00
070482	HALOPERIDOL	\$16.00
004036	HCG - URINE	\$7.25
004416	HCG BETA SUBUNIT QUANT	\$9.00
550033	HCV RNA QUANT, PCR	\$137.00
550400	HCV VIRAL RNA QUAL P	\$116.75
001925	HDL CHOLESTEROL	\$4.25
162289	HELICOBACTER PYLORI AB	\$16.00
005041	HEMOGLOBIN	\$4.00
121679	HEMOGLOBIN ELECTROPHOR	\$15.75
028142	HEMOGRAM/PLATELET	\$4.00
006734	HEP A ANTIBODY-IGM	\$9.50
006726	HEP A ANTIBODY-TOTAL	\$7.00
016881	HEP B CORE AB-IGM	\$9.00
160101	HEP B CORE AB-REFLEX	\$7.00
006718	HEP B CORE AB-TOTAL	\$7.00
006395	HEP B SURFACE ANTIBO	\$8.00

LABCORP ATTACHMENT C - Test Volumes and Pricing

LabCorp Test Code	Test	Fee
006510	HEP B SURFACE ANTIGE	\$6.00
143991	HEP C VIRUS ANTIBODY	\$22.00
322755	HEPATIC FUNCTION	\$5.75
322744	HEPATITIS ACUTE	\$33.50
140615	HEPATITIS B DNA QUAN	\$225.00
163014	HERPES SIMPLEX I IGG	\$17.00
164806	HERPES SIMPLEX IGM W	\$20.00
163147	HERPES SIMPLEX II IGG	\$22.00
006189	HETEROPHILE (MONO SCREEN	\$7.50
004804	IONIZED CALCIUM	\$9.00
001339	IRON	\$3.25
001321	IRON / TIBC/	\$7.75
001321	IRON BINDING CAPACIT	\$7.75
007625	LEAD	\$10.00
001404	LIPASE	\$4.25
303756	LIPID PANEL	\$5.50
007708	LITHIUM	\$6.00
224512	LORAZEPAM (ATIVAN)	\$70.00
004283	LUTEINIZING HORMONE	\$11.25
001537	MAGNESIUM	\$4.50
007773	MERCURY, QUANT	\$39.50
004234	METANEPHRINES	\$25.00
700070	METHADONE URINE CONF	\$35.00
706961	METHYLMALONIC ACID	\$45.00
140050	MICROALBUMIN, SEMIQU	\$5.50
003079	MYOGLOBIN URINE	\$15.00
008649	NASOPHARYNX CULTURE	\$11.00
007393	NORTRIPTYLINE (AVENT	\$17.00
202945	OBSTERIC PANEL	\$40.50
712570	OPIATE CONFIRMATION	\$35.00
008623	OVA AND PARASITES	\$13.25
716928	OXCARBBAZEPINE AS METAB	\$10.00
005207	PARTIAL THROMBOPLAST	\$3.25
005066	PATHOLOGIST REVIEW	\$16.00
071464	PHENCYCLIDINE CONF G	\$35.00
007823	PHENOBARBITAL	\$13.00
007401	PHENYTOIN	\$11.00
001024	PHOSPHORUS	\$3.25
001180	POTASSIUM	\$3.25
004556	PREGNANCY SERUM	\$7.00
007856	PRIMIDONE	\$22.75
007856	PRIMIDONE /PHENOBARBITA	\$22.75
004465	PROLACTIN	\$12.75
074567	PROPOXY CONF GCMS/G	\$35.00
225920	PROTEIN ELECTROPHORESI	\$10.00
013664	PROTEIN URINE	\$4.25
003277	PROTEIN URINE 24 HR	\$4.25
005199	PROTHROMBIN TIME	\$3.25
010322	PSA	\$12.00
010322	PSA (HYBRITECH)	\$12.00
322777	RENAL	\$4.25

LABCORP ATTACHMENT C - Test Volumes and Pricing

LabCorp Test Code	Test	Fee
005280	RETICULOCYTE COUNT	\$6.00
006064	RH TYPE	\$6.00
006502	RHEUMATOID FACTOR	\$5.00
716563	RISPERIDONE & 9 OH R	\$25.00
006072	RPR	\$4.50
012005	RPR (REFLEX FTA)	\$4.50
006197	RUBELLA IGG ANTIBODY	\$7.50
S00001	SENSITIVITIES	\$7.50
S00002	SENSITIVITIES	\$7.50
S00003	SENSITIVITIES	\$7.50
S00004	SENSITIVITIES	\$7.50
S00005	SENSITIVITIES	\$7.50
825976	SEROQUEL LEVEL	\$64.00
012708	SJOGREN'S ANTIBODIES	\$22.50
001198	SODIUM	\$3.25
270466	STAT CHARGE	\$10.00
006379	T. PALLIDUM-PA (T. P	\$9.75
002188	T3 TOTAL	\$12.00
001156	T3-UPTAKE	\$3.75
001149	T4-TOTAL	\$4.25
004226	TESTOSTERONE TOTAL	\$13.50
007336	THEOPHYLLINE	\$12.00
006684	THYROID ANTIBODIES	\$16.75
006676	THYROID PEROXIDASE(T	\$7.50
140749	THYROID STIMULATING	\$18.00
001974	THYROXINE-FREE	\$7.00
505008	T-LYMPHOCYTE HELPER CE	\$30.00
001172	TRIGLYCERIDES	\$3.25
120832	TROPONIN I	\$25.00
349829	TSH/T4 REFLEX	\$6.00
001040	UREA NITROGEN	\$3.25
001057	URIC ACID	\$3.25
003038	URINALYSIS	\$3.50
003384	URINALYSIS - MACROSC	\$3.25
333427	URINALYSIS - MICRO	\$2.00
377069	URINALYSIS, C&S IF I	\$3.25
003384	URINALYSIS-MACRO	\$3.25
008847	URINE CULT - COLONY	\$8.00
007260	VALPROIC ACID	\$12.00
006072	VDRL	\$4.50
998085	VENIPUNCTURE CHARGE	\$3.75
162545	VIROLOGY RNA BY PCR QU	\$98.00
083824	VIROLOGY TESTING	\$8.50
001503	VITAMIN B12	\$9.00

For the Services ordered by County and performed by Contractor, that are not set forth above, Contractor shall charge and County agrees to pay those fees set forth in Contractor's then current Professional Fee Schedule less a 60% discount on all discountable items. Contractor reserves the right to add any service to the non-discountable list.

Attachment D
Monthly Invoice Billing Field Layout

1. Client Number
2. Claim Status Code
3. Date of payment or adjustment
4. Adjustment reason code
5. Specimen number
6. LabCorp assigned test number
7. Date specimen was collected
8. Test description on invoice
9. Test price
10. Ordering Physician Name
11. Patient Name
12. Patient Number
13. Patient Sex
14. Patient DOB
15. CPT Code
16. ICD9 Code
17. Other
18. Other Payor Paid



ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

☐ a. Employs fewer than 15 persons.

☒ b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Victoria Worth

Name of 504 Person - Type or Print

Laboratory Corporation of America

Name of Contractor(s) - Type or Print

5626 Oberlin Drive, Suite 110

Street Address or P.O. Box

San Diego, CA 92121

City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

Victoria Worth
Signature

Senior Vice President

Title of Authorized Official

December 23, 2005

Date

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

COUNTY OF SAN MATEO
Equal Benefits Compliance Declaration Form

I. Vendor Identification

Name of Contractor: Laboratory Corporation of America
Contact Person: Cindi Consigli
Address: 5626 Oberlin Drive #110
San Diego, CA 92121
Phone Number: 858-658-6307
Fax Number: 858-658-6310

II. Employees

Does the Contractor have any employees? ☒ Yes ☐ No

Does the Contractor provide benefits to spouses of employees? ☒ Yes ☐ No

If the answer to one or both of the above is no, please skip to Section IV.

III. Equal Benefits Compliance (Check one)

- ☒ Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
☐ Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
☐ No, the Contractor does not comply.
☐ The Contractor is under a collective bargaining agreement which began on _____ (date) and expires on _____ (date).

IV. Declaration

I declare to the best of my knowledge and information that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

The above attestations are subject to the qualifications stated on the attached sheet.

Allen W. Troub

Signature

Senior Vice President

Title

Allen W. Troub

Name (Please Print)

December 23, 2005

Date



Laboratory Corporation of America

John Klyver

County Contract Administrator

San Mateo County

Mental Health Services Division

225 37th Avenue

San Mateo, CA 94403

Laboratory Corporation of America®

5626 Oberlin Drive, Suite 110

San Diego, California 92121

Telephone: 800-859-6046

858-455-1221

Re: County of San Mateo, Equal Benefits Compliance Declaration Form

Dear Mr. Klyver:

The provisions of the County of San Mateo's Equal Benefit Ordinance ("EBO") as defined by Chapter 2.93 clearly define "domestic partner" as "any person who is registered as a domestic partner with the secretary of State, State of California registry or the registry of the state in which the employee is a resident".

Laboratory Corporation of America ("LabCorp") response to Section III, Equal Benefits Compliance of the Equal Benefits Compliance Declaration Form is affirmative based on our understanding that the aforementioned Ordinance is applicable only if the State in which services performed under this Contract maintains a domestic partner registry.

The majority of services outlined in the Agreement between County of San Mateo and LabCorp will be performed in the State of California. LabCorp does comply with the provisions of the EBO with respect to employees in the State of California. A slight percentage of testing may be performed in North Carolina. At this time it is our understanding that North Carolina does not offer a domestic partner registry.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read 'Allen W. Troub'.

Allen W. Troub, Senior Vice President
West Division

Laboratory Corporation of America

5626 Oberlin Drive, Suite 110

San Diego, CA 92121

858 658-6401 office

858 658-6681 fax

CONTRACT INSURANCE APPROVAL

DATE: March 17, 2006
TO: Steve Rossi FAX: 363-4864 PONY: EPS 163
FROM: John Klyver
PHONE: 2641 FAX: 2841 PONY: MLH 322

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME: Laboratory Corporation of America

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES? Yes

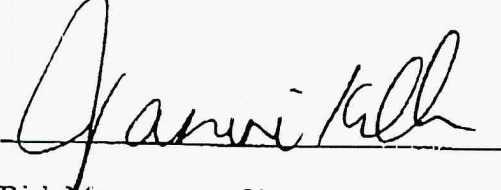
NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: +15

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: Clinical laboratory specimen collection and analysis services for Mental Health and Correctional Health.

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	1 mil	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	1 mil	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability	1 mil	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	Statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:


Risk Management Signature

3/20/06
Date

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YY)
10/31/05

PRODUCER
Aon Risk Services, Inc. of New York
55 East 52nd Street
New York NY 10055 USA

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY
AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS
CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE
COVERAGE AFFORDED BY THE POLICIES BELOW.

PHONE-(866) 266-7475 FAX-(866) 467-7847

INSURERS AFFORDING COVERAGE

INSURER A: ACE American Insurance Company
INSURER B: ACE Fire Underwriters Insurance Co.
INSURER C: Westchester Fire Insurance Co
INSURER D:
INSURER E:

INSURED
Laboratory Corporation of America
Holdings & Subsidiaries
358 S. Main Street
Burlington NC 27215 USA

COVERAGES This Certificate is not intended to specify all endorsements, coverages, terms, conditions and exclusions of the policies shown.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	HDOG21713739 Commercial General Liability	11/01/05	11/01/06	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE(Any one fire)	\$1,000,000
	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	
					PERSONAL & ADV INJURY	\$1,000,000
					GENERAL AGGREGATE	\$2,000,000
					PRODUCTS - COMP/OP AGG	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY	ISAH08021855 Automobile Liability (AOS)	11/01/05	11/01/06	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AUTO ONLY: AGG	
C	EXCESS LIABILITY	G2197934A001 Commercial Umbrella Liability	11/01/05	11/01/06	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$3,000,000
	<input type="checkbox"/> DEDUCTIBLE					
	<input type="checkbox"/> RETENTION					
B A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WLRC44337964 Workers Compensation	11/01/05	11/01/06	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
		SCFC44337976	11/01/05	11/01/06	E.L. EACH ACCIDENT	\$1,000,000
		WLRC44338002	11/01/05	11/01/06	E.L. DISEASE-POLICY LIMIT	\$1,000,000
					E.L. DISEASE-EA EMPLOYEE	\$1,000,000
A	OTHER	HDCG21722327 Medical Professional Liability	11/01/05	11/01/06	Each Incident	\$1,000,000
	<input checked="" type="checkbox"/> Prof Liability				Aggregate	\$3,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

SAMPLE 1A
NC USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Inc. of New York

POLICY NUMBER: HDO G2 1713739

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

<p>Effective 11/1/05 through 11/1/06 the County of San Mateo and its Officers, Agents, Employees, and Servants is hereby named as Additional Insured, but only to the extent specifically required by the agreement by and between Laboratory Corporation of America Holdings, a Delaware Corporation, and County of San Mateo and its Officers, Agents, Employees, and Servants.</p>

<p>County of San Mateo and its Officers, Agents, Employees, and Servants will be given 30 days written notice should the policy be cancelled.</p>

<p>Laboratory Corporation of America Holdings policy is primary and non-contributory as respects the agreement with County of San Mateo and its Officers, Agents, Employees, and Servants.</p>
--

<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

**ADDITIONAL INSURED -
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured			Endorsement Number
Laboratory Corporation of America Holdings			
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
ISA	H0 8021855	11/1/2005 to 11/1/2006	11/1/2005
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO POLICY
TRUCKERS POLICY
GARAGE POLICY**

Additional Insured(s): County of San Mateo and its Officers, Agents, Employees and
Servants but only to the extent specifically required by the agreement by and
between Laboratory Corporation of America Holdings, a Delaware Corporation, and

- A. For a covered "auto," Who Is Insured is changed to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
 2. Any of your employees or agents.
 3. Any person operating a covered "auto" with permission from You, any of your employees or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

Schedule Continued:

County of San Mateo and its Officers, Agents, Employees, and Servants.
County of San Mateo and its Officers, Agents, Employees, and Servants will be given 30 days written notice should the policy be cancelled.
Laboratory Corporation of America Holdings policy is primary and non-contributory as respects the agreement with County of San Mateo and its Officers, Agents, Employees, and Servants.

Barbara Luck

Authorized Agent