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

THIS FIRST AME	ENDMENT TO	THE AGREEMENT, entered into this
day of	, 20,	by and between the COUNTY OF SAN
MATEO, hereinafter call	ed "County,"	and LABORATORY CORPORATION OF
AMERICA hereinafter ca	alled "Contrac	ctor";

# WITNESSETH:

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 ("Original Agreement") for professional services on September 28, 2010, for the term of July 1, 2010 through June 30, 2013, for a maximum obligation of \$915,000; and

WHEREAS, it is now necessary and the mutual desire and intent of the parties hereto to amend the agreement a first time increasing the maximum obligation by \$397,500 to a new maximum of \$1,312,500 and extending the term of the agreement to December 31, 2014.

WHEREAS, the parties wish to amend and clarify that Original Agreement.

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

1. Paragraph 3. <u>Payments</u> is hereby deleted and replaced with the Paragraph 3. <u>Payments</u> below:

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 ONE MILLION THREE HUNDRED TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$1,312,500).

2. Paragraph 4. <u>Term and Termination</u> is hereby deleted and replaced with the Paragraph 4. <u>Term and Termination</u> below:

Subject to compliance with all terms and conditions, the term of this agreement shall be from July 1, 2010 through December 31, 2014.

This agreement may be terminated by Contractor, the Chief of the Health System 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, 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. 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 Original Agreement between the County and Contractor shall remain in full force and effect.

Signature page to follow.

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

	COUNTY OF SAN MATEO
	By: President, Board of Supervisors San Mateo County
	Date:
ATTEST:	
By: Clerk of Said Board	
LABORATORY COPORATION OF	AMERICA

Contractor's Signature

Date: 11 · 06 · 13

# EXHIBIT A – SERVICES LABORATORY CORPORATION OF AMERICA FY 2010 – 2014

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

#### Services

Contractor shall provide clinical laboratory services and phlebotomy services for the Behavioral Health & Recovery Services (herein after referred to as "Mental Health") and Correctional Health Services (herein after referred to as "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, 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:

- Mental Health staff or subcontractor psychiatrists or psychiatric nurse practitioners;
- 2) Correctional Health Services 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. Laboratory Test Orders

- a. Contractor shall detail specimen order labeling requirements (e.g. required data, label size, bar codes) for orders received via paper, electronic, or telephone.
- b. Contractor shall accept routine and STAT orders via a mutually agreed paper form or via electronic HL7 interface from the BHRS Information system. Contractor will provide copies of current order forms and HL7 order specifications, including GT1, IN1, and FT1 messages. Contractor will detail requirements and options for test cancellation.
- c. Contractor shall accept STAT orders via telephone from authorized County staff with a mutually agreed upon minimum information set. Contractor will provide copies of current requirements and policy.
- d. Contractor will detail minimum billing information set needed with order to meet the requirements of Sections detailed below.

# Test Reporting

a. Contractor shall send the laboratory test results to the corresponding Mental Health or Correctional Health Services site via teleprinter or fax, and on a secure

website. Contractor shall have the ability to send laboratory test results via HL7 electronic interface, including "test not performed" results the order was electronically generated by the County. 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;
- Test results;
- 6) Seven digit patient Identification number (CH patients), or patient identification number (MH clients); and
- 7) Any other data elements required from the HL7 implementation guide.
- b. Contractor shall provide a hard copy of test results to each Mental Health site or Correctional Health Services 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 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 Behavioral Health and Recovery Services Medical Director or designee or the Correctional Health Services Manager or 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 designee and/or the Correctional Health Services Manager or designee.

# f. Web-base test result reporting

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

# 4. Specimen Transportation

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

# 5. 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.

# 6. Phlebotomy Services

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

#### B. Mental Health Services

Contractor shall provide phlebotomy and laboratory services for San Mateo County Mental Health Plan ("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 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 Hea	Ith Services Sites
Site	Address
North County Mental Health Center	375 89 <sup>th</sup> Street, Daly City
Central County Mental Health Center	1950 Alameda de las Pulgas, 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 Frankfort Street, Daly City

# 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 14.5 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. Contractor 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.

- 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	Tuesdays, 8:30-10:00am
1950 Alameda de la Pulgas	Wednesdays, 8:30-10:00am
San Mateo, CA	Wednesday, 2:00-2:45pm
South County Mental Health	Tuesdays, 8:30-11:00am
802 Brewster	Wednesdays, 9:00-11:00am
Redwood City, CA	Wednesdays, 3:00-3:45pm
Community Counseling	Fridays, 9:00-10:00am
2415 University Ave.	
East Palo Alto, CA	
North County Mental Health	Monday, 9:00-10:30am
375 89 <sup>th</sup> Street	Thursdays, 8:30-10:30am
Daly City	
Caminar/CLC	Tuesdays, 10:30-11:30am
136 N. San Mateo Drive, # 101	
San Mateo	

#### 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 Services

Contractor shall provide phlebotomy and laboratory services for Correctional Health Services 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,	Monday, Wednesday,
300 Bradford Street	Friday
Redwood City	6:00 - 8:00am
Women's Correctional Facility	Tuesday, Thursday
1590 Maple Street	6:00 – 7:00am
Redwood City	

# 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 Correctional Health Services facility pursuant to the following listed schedule. Transportation service and delivery of specimens Contractor's sites shall be available once per day, Monday through Friday, at a regularly scheduled time, or as negotiated for each Correctional Health Services site. Pick-up service from the Correctional Health Services 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 twenty-four (24) hours of request.

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

# 2. 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 Services 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 Services.
- 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 thencurrent 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.
- 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.
- 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.

# D. All Program Administration

#### 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 Services Director. 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.

#### Customer Service

- a. Contractor shall provide and maintain a list of current contact information for the following service areas:
  - 1) Phlebotomy supplies;
  - 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 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.

# D. Ineligible Employees

BHRS requires that contractors identify the eligibility status of employees, interns or volunteers prior to hiring. Results of the eligibility screenings are to be maintained in the employee files. This process is meant to ensure that any person delivering services to clients of BHRS are not currently excluded, suspended, debarred or have been convicted of a criminal offense as described below. The Contractor must notify BHRS Quality Management if Contractor learns or determines that a current employee, intern or volunteer be identified as ineligible. Contractors are required to screen for ineligible employees, interns and volunteers by using the following websites:

# Office of Inspector General

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 be verified checking: may by www.Exclusions.OIG.HHS.Gov.

## California Department of Health Care Services

Contractors providing state funded health services may not employ any persons deemed an Ineligible Person by the California Department of Health Care Services (DHCS) 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 has been (1) convicted of a crime involving fraud or abuse of the Medi-Cal program, or (2) suspended from the federal Medicare program for any reason. Ineligibility may be verified by checking: <a href="www.medi-cal.ca.gov">www.medi-cal.ca.gov</a>. Click the "References" tab, then the "Suspended & Ineligible Provider List" link.

# 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

Ninety percent (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 Services

A minimum of ninety-five percent (95%) of results of routine tests with a twenty-four (24) hour turn-around result time will be provided within twenty-four (24) hours of receipt of specimen.

# EXHIBIT B – PAYMENTS AND RATES LABORATORY CORPORATION OF AMERICA FY 2010 – 2014

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

- I. Agreement Maximum All Services
  - A. 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 ONE MILLION THREE HUNDRED TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$1,312,500) for services provided to Mental Health Services and Correctional Health Services for the term of this Agreement.
  - B. Mental Health Services
    - 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 EIGHT HUNDRED THIRTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$832,500) 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, Medi-Cal 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 fees set forth in Attachment 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 fees as set forth in Attachment C.
- C. 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 FOUR HUNDRED EIGHTY THOUSAND DOLLARS (\$480,000) 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 the fees set forth in Attachment 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.

Contractor shall charge the fees set forth in Attachment C.

#### II. Fee Schedule – All Services

Prices for tests shall be as established in Attachment C incorporated by reference herein.

#### III. Additional terms

#### A. All Services

- The Chief of the Health System is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions. Such modifications and changes shall be made upon mutual written agreement of County and Contractor.
- 2. Budget modifications may be approved by the Chief of the Health System or 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 December 31, 2014, 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.
- 6. County anticipates revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should actual revenues be less than the amounts anticipated for any period of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the Chief of the Health System or designee.

#### B. MENTAL HEALTH SERVICES

 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.

## 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.
- Costs for services provided at the request of Mental Health for clients who are indigent shall be billed directly to County.

- c. Services for clients who have Medi-Cal, 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 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, of this Exhibit B.

# 3. Medi-Cal funding Source Change

At the time of signing of this Agreement, categorical funding for BHRS clients with Medi-Cal coverage is being provided to BHRS from the State Department of Mental Health. It is anticipated that, as of or near to July 1, 2010, this categorical funding will not be provided directly to BHRS, but will be provided through the HPSM.

# 4. Invoices and Electronic Tape Billing Data File

a. 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 <a href="mailto:davery@co.sanmateo.ca.us">davery@co.sanmateo.ca.us</a>, 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.

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

# 5. 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. of this Exhibit B. The monthly payment due to 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 date file does not occur.

6. 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.

# 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.

Except as provided in Paragraph III.A. of Exhibit A C. 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.

#### Lawsuit – Case Number CIV 450691

The lawsuit identified above was filed in the Superior Court of the State of California in San Mateo County by the State of California and Qui Tam plaintiffs. Should this lawsuit result in judgment(s), settlement(s) and/or agreement(s) whereby the Contractor makes a payment or payments as a result of prior billing practices, then:

- a. With respect to of any such judgment(s), settlement(s) and/or agreement(s), it is acknowledged any judgment in a litigation matter is public record. To the extent allowed under the terms (including any confidentiality provisions) of any applicable settlement agreement, Contractor will provide a copy of the settlement agreement to BHRS upon request.
- b. It is acknowledged that Contractor cannot respond to any additional information regarding the settlement and/or judgment because the request pertains to contested issues that are subject of litigation to which Contractor, as well as various other laboratories, is a co-defendant. Notwithstanding this, if Contractor should become subject to specific terms of a settlement and/or judgment, Contractor will abide by such terms, which shall also apply to this contract, provided that all other terms of the settlement and/or judgment have been met.

#### C. CORRECTIONAL HEALTH SERVICES

# 1. Invoicing

- a. Contractor shall bill directly to Correctional Health Services 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 Services site. Information from separate accounts shall be provided as agreed upon by Contractor and Correctional Health Services.



# IPA'S:

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

# Participating Health Plans:

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.

LABCORP ATTACHMENT A - Contracted Insurances

Aetna US Healthcare - Direct HMO Admar / Medsense Network HMO's, PPO's, TPA's:

Aetna US Healthcare - EPO & PPO AmeriHealth Administrators BC/BS Federal Employees

Benefit Panel Services - EPO & PPO **Beech Street Network** 

BC/BS Out of State (Blue Card)

Blue Cross of California - Direct HMO Blue Cross of California - Medi-Cal Benesight

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 Fortified Health Network First Heath Network

General American **Great West PPO** 

Guardian

Humana Employers Health HealthNet - Direct HMO Healthcare Advantage HealthNet - PPO

Inter Valley Health Plan - EPO / PPO John Deere (National) Inter Plan Network

Integrated Health Services

Lab Direct-Drew University Student Health Plan Lab Direct-American Health Grp-Dana Corp -ab Direct-Allen Canning

-ab Direct-Hoffman La Roche

-ab Direct-Local 1964

-ab Direct-University of Delaware/University Health Plan 2/11/2010Attachment A Insurance Lists\_11[特]中在包含线Barker Hannifin Corporation Lab Direct-Retail, Wholesale Department Store Union Lab Direct-Pandol & Sons / Tayson Admin

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

Private Health Care Systems (PHCS) Preferred Health Network

Provider Network of America (Pro-Net) UniCare Wellpoint Network

United Payors & Providers United Health Care - PPO

United Food & Commercial Workers/UFCW

Universal Care

**USA Managed Care Organization** 

WellMark Health Care

**Norker's Compensation** 

Government Payors / Programs:

California Children's Services (CCS) Cancer Detection Program

Child Health & Disability Prevention (CHDP)

County Medical Services (CMS) Child Treatment Unit

Senetically Handicapped Persons Program (GHPP) Sovernment Employees Health Assoc. (GEHA)

Note: County MediCal Parnerships call local plan Medi-Cal (Medicaid) Straight MediCal only

Medicare

State Only Family Planning (MDSOF) Medicare Railroad

TriCare / Champus

TEST_NUM	NAME	FEE
766063	766063 (Blood) 7+BAlc-Unb	\$ 143.44
789120	789120 10+Alc-Bund	\$ 25.00
006056	ABO Grouping	\$ 6.00
006049	ABO Grouping and Rho(D) Typing	\$ 12.00
007740	Acetaminophen (Tylenol), S	\$ 20.00
008649	Aerobic Bacterial Culture	\$ 11.00
002264	AFP DPC/Abbott Re-baselining	\$ 9.75
002253	AFP, Serum, Tumor Marker	\$ 9.75
002030	Aldolase	\$ 5.00
001107	Alkaline Phosphatase, S	\$ 5.00
001545	ALT (SGPT)	\$ 5.00
007476	Amitriptyline (Elavil), Serum	\$ 18.00
007054	Ammonia, Plasma	\$ 11.00
071282	Amphetamine Confirmation, Ur	\$ 35.00
074401	Amphetamine Screen, Urine	\$ 7.81
001396	Amylase, Serum	\$ 5.00
006015	Antibody Screen	\$ 7.00
096339	Anti-dsDNA Antibodies	\$ 12.00
161455	Anti-Jo-1	\$ 18.00
162388	Antineutrophil Cytoplasmic Ab	\$ 20.00
164855	Antinuclear Antibodies Direct	\$ 7.00
006031	Antistreptolysin O Ab	\$ 4.50
006692	Antithyroglobulin Ab	\$ 9.25
007039	Arsenic Exposure Profile, Ur	\$ 43.00
001123	AST (SGOT)	\$ 3.25
071290	Barbiturate Confirmation, Ur	\$ 35.00
303758	Basic Metabolic Panel (7)	\$ 4.00
322758	Basic Metabolic Panel (8)	\$ 7.00
071308	Benzodiazepine Confirmation,Ur	\$ 35.00
001040	BUN	\$ 3.25
143455	CA 15-3 Re-baselining Panel	\$ 14.25
004804	Calcium, Ionized, Serum	\$ 9.00
001016	Calcium, Serum	\$ 3.25
143404	Cancer Antigen (CA) 15-3	\$ 14.25
071316	Cannabinoid Confirmation, Ur	\$ 35.00
007419	Carbamazepine(Tegretol), S	\$ 12.00
001578	Carbon Dioxide, Total	\$ 3.25
007187	Carbon Monoxide, Blood	\$ 12.00
001529	Carotene, Beta	\$ 8.00
005009	CBC With Differential/Platelet	\$ 6.00
005017	CBC, No Differential/Platelet	\$ 6.00
028142	CBC, Platelet; No Differential	\$ 4.00
270510	CBC/D/Plt+CD4CD8+	\$ 38.00

002139	CEA	\$ 12.00
001560	Ceruloplasmin	\$ 5.75
188078	Chlamydia trachomatis, NAA	\$ 23.00
183194	Chlamydia/GC Amplification	\$ 58.00
164160	Chlamydia/GC, DNA Probe w/Rflx	\$ 16.00
001206	Chloride, Serum	\$ 3.25
001065	Cholesterol, Total	\$ 4.00
706465	Clomipramine, Serum	\$ 20.00
706440	Clozapine (Clozaril), Serum	\$ 35.00
071324	Cocaine Metabolite Confirm,Ur	\$ 35.00
322000	Comp. Metabolic Panel (14)	\$ 7.00
004051	Cortisol	\$ 9.00
104018	Cortisol - AM	\$ 9.00
006627	C-Reactive Protein, Quant	\$ 6.00
001362	Creatine Kinase, Total, Serum	\$ 3.25
003004	Creatinine Clearance	\$ 7.50
003012	Creatinine, 24-Hour Urine	\$ 6.00
001370	Creatinine, Serum	\$ 3.25
013672	Creatinine, Urine	\$ 6.00
004697	Dehydroepiandrosterone Sulfate	\$ 15.75
007989	Diazepam (Valium), Serum	\$ 21.00
007609	Doxepin (Sinequan), Serum	\$ 21.00
794370	Drug Profile, Ur, 9 Drugs	\$ 18.00
096230	EBV Ab VCA, IgG	\$ 15.00
096248	EBV Early Antigen Ab, IgG	\$ 15.00
010272	EBV Nuclear Antigen Ab, IgG	\$ 16.00
303754	Electrolyte Panel	\$ 3.75
004515	Estradiol	\$ 21.50
017996	Ethanol, Blood	\$ 22.50
004598	Ferritin, Serum	\$ 6.75
706887	Fluphenazine (Prolixin), Serum	\$ 30.00
002014	Folate (Folic Acid), Serum	\$ 7.50
004309	FSH, Serum	\$ 11.25
102277	Gest. Diabetes 1-Hr Screen	\$ 5.00
102004	Gestational Glucose Tolerance	\$ 13.00
001958	GGT	\$ 3.25
163402	Gliadin IgG/IgA Ab Prof, EIA	\$ 25.00
001818	Glucose, Plasma	\$ 5.00
003376	Glucose, Quantitative, Urine	\$ 5.00
001032	Glucose, Serum	\$ 5.00
001693	Glycohemoglobin (GHb),Total	\$ 5.75
008540	Gram Stain	\$ 7.75
162289	H. pylori IgG, Abs	\$ 16.00
070482	Haloperidol (Haldol), Serum	\$ 16.00

006510	HBsAg Screen	\$ 6.00
140615	HBV QuantaSure	\$ 225.00
551610	HBV Real-Time PCR, Quant	\$ 225.00
004435	HCG Bayer/Abbott Re-baselining	\$ 9.00
004429	HCG Bayer/DPC Re-baselining	\$ 9.00
004416	hCG,Beta Subunit,Qnt,Serum	\$ 9.00
004556	hCG,Beta Subunit,Qual,Serum	\$ 7.00
143991	HCV Ab w/Rflx to RIBA	\$ 22.00
550033	HCV QuantaSure Plus (Serial)	\$ 137.00
550400	HCV RNA, PCR, Qualitative	\$ 116.75
550070	HCV RT-PCR, Quant (Graph)	\$ 137.00
001925	HDL Cholesterol	\$ 4.25
505008	Helper T-Lymph-CD4	\$ 30.00
005066	Hematopath Consult, Per Smear	\$ 16.00
005041	Hemoglobin	\$ 4.00
006734	Hep A Ab, IgM	\$ 9.50
006726	Hep A Ab, Total	\$ 7.00
016881	Hep B Core Ab, IgM	\$ 9.00
006718	Hep B Core Ab, Tot	\$ 7.00
006395	Hep B Surface Ab	\$ 8.00
322755	Hepatic Function Panel (7)	\$ 5.75
160101	Hepatitis B Core Ab W/Reflex	\$ 7.00
322744	Hepatitis Panel (4)	\$ 33.50
163014	Herpes Simplex Virus I/II, IgG	\$ 17.00
121679	Hgb Frac. Profile	\$ 15.75
163147	HSV Type 2-Specific Ab, IgG	\$ 22.00
164806	HSV, IgM I/II Combination	\$ 20.00
001321	Iron and TIBC	\$ 7.75
001339	Iron, Serum	\$ 3.25
007625	Lead, Blood (Adult)	\$ 10.00
001404	Lipase, Serum	\$ 4.25
303756	Lipid Panel	\$ 5.50
007708	Lithium (Eskalith), Serum	\$ 6.00
224512	Lorazepam (Ativan)	\$ 55.00
808465	Lorazepam (Ativan)	\$ 55.00
004283	Luteinizing Hormone(LH), S	\$ 11.25
001537	Magnesium, Serum	\$ 4.50
007773	Mercury, Urine	\$ 39.50
004234	Metanephrines, Frac, Qn, 24-Hr	\$ 25.00
700070	Methadone Confirmation, Urine	\$ 35.00
706961	Methylmalonic Acid, Serum	\$ 45.00
140050	Microalbumin, 24 hr Urine	\$ 5.50
333427	Microscopic Examination	\$ 2.00
006189	Mononucleosis Test, Qual	\$ 7.50

003079	Myoglobin, Urine	\$ 15.00
188086	Neisseria gonorrhoeae, NAA	\$ 29.00
007393	Nortriptyline (Aventyl), Serum	\$ 17.00
071456	Opiate Confirmation, Urine	\$ 35.00
712570	Opiates Conf (GC/MS)	\$ 35.00
008623	Ova + Parasite Exam	\$ 13.25
716928	Oxcarbazepine (Trileptal),S	\$ 10.00
083824	Panel 083824	\$ 8.50
083850	Panel 083850	\$ 8.50
009100	Pap Smear, 1 Slide	\$ 15.00
071464	Phencyclidine, Confirm, Urine	\$ 35.00
007823	Phenobarbital, Serum	\$ 13.00
007401	Phenytoin (Dilantin), Serum	\$ 11.00
001024	Phosphorus, Serum	\$ 3.25
001180	Potassium, Serum	\$ 3.25
004036	Pregnancy Test, Urine	\$ 7.25
202945	Prenatal Profile I	\$ 40.50
007856	Primidone (Mysoline), Serum	\$ 22.75
004465	Prolactin	\$ 12.75
074567	Propoxyphene Confirmation, Ur	\$ 35.00
010322	Prostate-Specific Ag, Serum	\$ 12.00
225920	Protein Elec + Interp, Serum	\$ 10.00
003277	Protein Total, Qn, 24-Hr Urine	\$ 4.25
013664	Protein, Total, Urine	\$ 4.25
005199	Prothrombin Time (PT)	\$ 3.25
010346	PSA Beckman/Abbott Rebaseli	\$ 12.00
010344	PSA Beckman/Bayer Re-baseli	\$ 12.00
480980	PSA Rebaselining	\$ 12.00
480640	PSA Total (Reflex To Free)	\$ 16.00
005207	PTT, Activated	\$ 3.25
551371	Quant, RNA PCR	\$ 107.00
808404	Quetiapine (Seroquel)	\$ 42.00
825976	Quetiapine (Seroquel)	\$ 42.00
322777	Renal Panel (10)	\$ 4.25
005280	Reticulocyte Count	\$ 6.00
006064	Rh Factor	\$ 6.00
006502	Rheumatoid Arthritis Factor	\$ 5.00
716563	Risperidone (Risperdal), Serum	\$ 25.00
162545	RNA, PCR, Quant	\$ 98.00
550420	RNA, Real Time PCR (Graph)	\$ 107.00
006072	RPR	\$ 4.50
012005	RPR, Rfx Qn RPR/Confirm TP-PA	\$ 4.50
006197	Rubella Antibodies, IgG	\$ 7.50
005215	Sedimentation Rate-Westergren	\$ 4.50

S00001	Sensitivity Organism #1	\$ 7.50
S00002	Sensitivity Organism #2	\$ 7.50
S00003	Sensitivity Organism #3	\$ 7.50
S00004	Sensitivity Organism #4	\$ 7.50
S00005	Sensitivity Organism #5	\$ 7.50
012708	Sjogren's Ab, Anti-SS-A/-SS-B	\$ 22.50
001198	Sodium, Serum	\$ 3.25
270466	Stat Service	\$ 10.00
180745	Strep Gp B Cult/DNA Probe	\$ 1.00
188128	Strep Gp B Cult/DNA Probe	\$ 8.75
006379	T pallidum Ab (FTA-Ab)	\$ 9.75
001156	T3 Uptake	\$ 3.75
004226	Testosterone, Serum	\$ 13.50
007336	Theophylline, Serum	\$ 12.00
006684	Thyroid Antibodies	\$ 16.75
006676	Thyroid Peroxidase (TPO) Ab	\$ 7.50
140749	Thyroid Stimulating Immunoglob	\$ 18.00
001149	Thyroxine (T4)	\$ 4.25
001974	Thyroxine (T4) Free, Direct, S	\$ 7.00
001172	Triglycerides	\$ 3.25
002188	Triiodothyronine (T3)	\$ 12.00
010389	Triiodothyronine,Free,Serum	\$ 20.75
120832	Troponin I	\$ 25.00
004259	TSH	\$ 22.00
349829	TSH Rfx on Abnormal to Free T4	\$ 6.00
377069	UA with Culture Reflex	\$ 3.25
001057	Uric Acid, Serum	\$ 3.25
003384	Urinalysis (No Micro)	\$ 3.25
003038	Urinalysis, Routine	\$ 3.50
008847	Urine Culture, Routine	\$ 8.00
007260	Valproic Acid (Depakote),S	\$ 12.00
998085	Venipuncture	\$ 3.75
001503	Vitamin B12	\$ 9.00
000810	Vitamin B12 and Folate	\$ 16.50

# 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.
VENNIFER WALSH
Name of 504 Person - Type or Print
Laboratory Corporation of America
Name of Contractor(s) - Type or Print
13112 Evening Creek Drive South Street Address or P.O. Box
Street Address of 1.0. Box
San Diego, CA 92128
City, State, Zip Code
I certify that the above information is complete and correct to the best of my knowledge.
Signature LEDA ROGGE 9
VICE PRESIDENT
Title of Authorized Official
11.05.2013
Date

"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."

<sup>\*</sup>Exception: DHHS regulations state that: