

AGREEMENT

This Agreement is made and entered into this 14 day of JUN, 2005, by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY," and **UNILAB CORPORATION d/b/a QUEST DIAGNOSTICS**, a California Corporation, whose address is 3714 Northgate Boulevard, Sacramento, CA 95834, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, COUNTY, through its Probation Department has need of laboratory services for evidentiary analysis, consultation and testimony; and

WHEREAS, COUNTY, through its Department of Behavioral Health (DBH), Department of Children and Family Services (DCFS) and Department of Community Health (DCH), has need for toxicology and clinical laboratory services including, but not limited to, supplies for specimen collections; phlebotomy services; specimen pick-up and delivery; laboratory testing; critical value reporting; and routine laboratory orders for health and mental health programs; and

WHEREAS, CONTRACTOR is qualified and willing to provide such services pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of their mutual promises, covenants and conditions, hereinafter set forth, the sufficiency of which is acknowledged, the parties agree as follows:

1. SERVICES

A. CONTRACTOR shall perform all services and fulfill all responsibilities for the Probation Department, as identified in Exhibit A, attached hereto and by this reference incorporated herein.

B. CONTRACTOR shall also perform all services and fulfill all responsibilities for DBH, DCFS and DCH, as identified in Exhibit B, attached hereto and by this reference incorporated herein.

C. In addition, CONTRACTOR shall perform all services and fulfill all responsibilities in a manner consistent with COUNTY'S Request for Proposal (RFP) No. 490-4078 dated March 18, 2005, Addendum No. One (1) to COUNTY'S RFP No. 490-4078, dated April 8, 2005,

1 and Addendum No. Two (2) to COUNTY'S RFP No. 490-4078, dated April 20, 2005, hereinafter
2 collectively referred to as COUNTY'S Revised RFP No. 490-4078, and CONTRACTOR'S response to
3 said Revised RFP No. 490-4078, dated April 26, 2005, including the exceptions as stated in pages 35
4 and 36 and clarified herein, all incorporated herein by reference and made part of this Agreement. In
5 the event of any inconsistency among these documents, the inconsistency shall be resolved by giving
6 precedence in the following order of priority: 1) to this Agreement, including all Exhibits, 2) to the
7 Revised RFP, 3) to the Response to the Revised RFP. A copy of COUNTY'S Revised RFP No. 490-
8 4078 and CONTRACTOR'S response shall be retained and made available during the term of this
9 Agreement by COUNTY'S Probation Department. Exceptions to CONTRACTOR'S response to
10 revised RFP No. 490-4078 have been clarified and both parties agree to the following:

11 1) Location and hours of operation of CONTRACTOR'S Patient Service
12 Centers (PSCs) are identified in CONTRACTOR'S response to revised RFP No. 490-4078.
13 CONTRACTOR shall notify COUNTY in advance when any of the PSCs are to be closed and alternate
14 arrangements for specimen collection shall be mutually agreed upon.

15 2) CONTRACTOR may subcontract with local laboratories in the event that
16 CONTRACTOR is not able to perform all tests and provide all services required hereunder, but only if
17 such laboratories are able to provide the same or better level and quality of service as CONTRACTOR.
18 CONTRACTOR may subcontract when esoteric testing is not performed by CONTRACTOR or to
19 insure continuity of services during hours other than CONTRACTOR'S regularly scheduled business
20 hours, including weekends and holidays.

21 3) COUNTY and CONTRACTOR agree that CONTRACTOR shall provide
22 "STAT Testing" as follows:

23 a. "STAT Testing" is defined herein as immediate testing requested
24 by an appropriate COUNTY staff physician.

25 b. CONTRACTOR shall respond to COUNTY'S request for STAT
26 Testing within one (1) hour, which time shall be measured from when COUNTY'S request was made
27 until the time when CONTRACTOR picks up the specimen or when CONTRACTOR'S phlebotomist
28 arrives to draw the specimen, whichever is applicable.

1 c. STAT Testing results shall be provided to the requesting physician
2 or designated staff within two (2) hours from specimen pick up time regardless if testing was done by
3 CONTRACTOR or a sub-contractor.

4 D. CONTRACTOR shall perform blood draws and pick up specimens as deemed
5 necessary by appropriate COUNTY staff requesting services.

6 E. CONTRACTOR shall bear sole and primary responsibility for all services,
7 including results, to be provided in a timely manner even when tests and services are provided by
8 CONTRACTOR'S subcontractor. COUNTY shall not deal with any subcontractor for any services or
9 test results, in accordance with Section 14, entitled "SUBCONTRACTS," of this Agreement.

10 F. For services provided to facilities of COUNTY'S DBH, DCH and DCFS, all
11 routine test results shall be returned to the requesting COUNTY facility within twenty-four (24) hours
12 of collection of specimen or specimen pick up. Collection includes, but is not limited to, administering
13 the taking of a urine specimen or the drawing of blood. DBH, DCH and DCFS may require routine
14 blood draws to be completed by 6:00 a.m. daily or at a time mutually agreed to by CONTRACTOR or
15 when STAT Testing is required by the requesting COUNTY facility.

16 **2. TERM**

17 This Agreement shall become effective on the 1st day of July, 2005 and shall terminate on
18 the 30th day of June, 2008, inclusive.

19 This Agreement shall automatically be extended for two (2) additional twelve (12) month
20 periods upon the same terms and conditions herein set forth, unless written notice of non-renewal is
21 given by CONTRACTOR or COUNTY or their respective designees, not later than ninety (90) days
22 prior to the close of the then current Agreement term.

23 **3. TERMINATION**

24 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be
25 provided thereunder, are contingent on the approval of funds by the appropriating government agency.
26 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
27 terminated at any time by giving CONTRACTOR ninety (90) days advance written notice.

28 B. Breach of Contract - COUNTY may immediately suspend or terminate this

1 Agreement in whole or in part, where in the determination of COUNTY there is:

- 2 1) An illegal or improper use of funds;
- 3 2) A failure to comply with any term of this Agreement;
- 4 3) A substantially incorrect or incomplete report submitted to COUNTY; or
- 5 4) Improperly performed service.

6 In no event shall any payment by COUNTY constitute a waiver by COUNTY of
7 any breach of this Agreement or any default which may then exist on the part of CONTRACTOR.

8 Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the
9 breach or default. COUNTY shall have the right to demand of CONTRACTOR the repayment to
10 COUNTY of any funds disbursed to CONTRACTOR under this Agreement, which in the judgment of
11 COUNTY were not expended in accordance with the terms of this Agreement. CONTRACTOR shall
12 promptly refund any such funds upon demand or, at COUNTY'S option, such repayment shall be
13 deducted from future payments owing to CONTRACTOR under this Agreement.

14 C. Without Cause - Under circumstances other than those set forth above, this
15 Agreement may be terminated by CONTRACTOR or COUNTY, or their respective designees, upon
16 the giving of ninety (90) days advance written notice of an intention to terminate.

17 **4. COMPENSATION**

18 A. COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive
19 compensation for services provided to each COUNTY Department as stated herein, as follows:

20 1) Probation Department

21 Compensation paid by the Probation Department to CONTRACTOR shall
22 be based on the Quotation Schedule of Fees for service, as appears in Exhibit C, attached hereto and by
23 this reference incorporated herein. In no event shall the maximum amount of compensation paid to
24 CONTRACTOR by COUNTY'S Probation Department exceed Nine Hundred Thousand Dollars and
25 No/100 (\$900,000.00) during each twelve-month period of this Agreement.

26 2) DBH, DCFS and DCH

27 Compensation paid by COUNTY'S DBH, DCFS, and DCH to
28 CONTRACTOR shall be as follows:

1 a. All fees shall be as specified in the Quotation Schedule of Fees for
2 service, attached hereto as Exhibit D and by this reference incorporated herein. In no event shall the
3 maximum amount of compensation paid to CONTRACTOR by COUNTY'S DBH, DCFS, and DCH
4 exceed Two Hundred Seventy-Seven Thousand Four Hundred Seventy-Seven and NO/100s Dollars
5 (\$277,477.00) during each twelve-month period of this Agreement.

6 b. CONTRACTOR shall be paid only for those services provided
7 with regard to individuals certified by the Medically Indigent Adult/Medical Services Program and/or
8 by the program called the Uniform Method to Determine Ability to Pay (hereinafter, "Certified
9 Individuals"). Except for Certified Individuals, CONTRACTOR shall seek compensation directly from
10 the individuals for whom the services were rendered, or from third-party payers (*i.e.* Medicare, Medi-
11 Cal or private health insurance) as applicable, and CONTRACTOR agrees COUNTY shall have no
12 financial liability for services provided to such non-certified individuals. CONTRACTOR further
13 agrees that in the event any Certified Individual subsequently becomes eligible for Medi-Cal or other
14 third party insurance, then CONTRACTOR shall have no right to receive or retain compensation from
15 COUNTY for services provided for such individuals.

16 c. With regard to individuals for whom CONTRACTOR provides
17 services at the request of DBH, DCFS, or DCH, but for which services COUNTY is not required to
18 pay, CONTRACTOR agrees to charge the same prices as specified in Exhibit D.

19 B. In no event shall the total maximum compensation amount for this Agreement
20 paid to CONTRACTOR by COUNTY for actual services rendered exceed One Million One Hundred
21 Seventy-Seven Thousand Four Hundred Seventy-Seven and No/100s Dollars (\$1,177,477.00) during
22 each twelve-month period of this Agreement.

23 C. All expenses incidental to CONTRACTOR'S performance of services under this
24 Agreement shall be borne by CONTRACTOR.

25 **5. INVOICING**

26 CONTRACTOR shall invoice COUNTY in arrears, monthly by each Department as
27 listed below:

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1 A. Probation Department

2 CONTRACTOR'S invoices, submitted in triplicate to the Probation Department,
3 shall reference the COUNTY Contract Number as noted on page 1 of this Agreement. Each invoice
4 shall specify the number of tests performed and the individual unit cost of each test within the invoicing
5 period. Invoices shall be addressed to the Fresno County Probation Department Business Office, 1100
6 Van Ness Avenue, Fresno, CA 93721, Attention: Greg Reinke.

7 B. DBH, DCFS and DCH

8 The invoices shall be submitted to Fresno County Human Services Accounting
9 Office, P.O. Box 24055, Fresno, CA 93779 and an additional invoice copy to each of the departments
10 detailing the department, appropriate cost center, patient's full name, date of birth, Fresno County
11 Medical Record number, date of service and name of laboratory test to the following addresses:

12 DBH, 4441 E. Kings Canyon Road, Fresno, CA 93702, Attention: Principal
13 Staff Analyst.

14 DCFS, 2011 Fresno Street, Suite 301, Fresno, CA 93721, Attention: Principal
15 Staff Analyst.

16 DCH, 1221 Fulton Mall, Fresno, CA 93775, Attention: Principal Staff Analyst.

17 C. If invoices are incorrect COUNTY shall have the right to withhold payment as to
18 only that portion of the invoice that is incorrect. COUNTY shall provide five (5) days prior notice to
19 CONTRACTOR of any intent to withhold funds due to incorrect invoices. CONTRACTOR agrees to
20 continue to provide service for a period of ninety (90) days after notification of an incorrect invoice. If
21 after said ninety (90) day period said invoice(s) is still not corrected to COUNTY'S satisfaction,
22 COUNTY shall have the right to deny payment on such invoices.

23 D. For services performed by CONTRACTOR prior to the termination date of this
24 Agreement but that remain unpaid by County as of the same date, CONTRACTOR shall submit all
25 invoices to COUNTY for services provided within ninety (90) days after Agreement is terminated. If
26 invoices are not submitted within ninety (90) days following termination date of the Agreement,
27 COUNTY shall have the right to deny payment on such invoices.

28 E. Payments by COUNTY shall be in arrears, for services provided during the

1 preceding month, within forty-five (45) days after receipt and verification of CONTRACTOR'S
2 invoices by COUNTY'S various departments.

3 **6. INDEPENDENT CONTRACTOR**

4 In performance of the work, duties, and obligations assumed by CONTRACTOR under
5 this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of
6 CONTRACTOR'S officers, agents, and employees, will at all times be acting and performing as an
7 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,
8 employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no
9 right to control or supervise or direct the manner or method by which CONTRACTOR shall perform its
10 work and function. However, COUNTY shall retain the right to administer this Agreement so as to
11 verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions
12 thereof. CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the
13 rules and regulations, if any, of governmental authorities having jurisdiction over matters which are
14 directly or indirectly the subject of this Agreement.

15 Because of its status as an independent contractor, CONTRACTOR shall have absolutely
16 no right to employment rights and benefits available to COUNTY employees. CONTRACTOR shall
17 be solely liable and responsible for providing to, or on behalf of its employees, all legally-required
18 employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY
19 harmless from all matters relating to payment of CONTRACTOR'S employees, including compliance
20 with Social Security, withholding, and all other regulations governing such matters. It is acknowledged
21 that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated
22 to the COUNTY or to this Agreement.

23 **7. MODIFICATION**

24 Any matters of this Agreement may be modified from time to time by the written consent
25 of all the parties without, in any way, affecting the remainder.

26 A. Notwithstanding the above, minor changes, as determined by CONTRACTOR or
27 COUNTY or the Chief Probation Officer may be made to Section 1, entitled "SERVICES," of this
28 Agreement, or to Exhibit A, with the written approval of COUNTY or the Chief Probation Officer and

1 CONTRACTOR. Minor changes may include, but are not limited to, the addition of toxicology
2 laboratory tests (i.e., steroids, Oxycontin), the addition or deletion of a urine specimen collection site or
3 pick-up site, and changes in addresses to which notices or invoices are to be sent. Such minor changes
4 shall not affect the maximum compensation allowable under this Agreement.

5 B. Notwithstanding the above, minor changes, as determined by CONTRACTOR or
6 COUNTY or the respective Director of DBH, DCFS, or DCH may be made to Section 1, entitled
7 "SERVICES," of this Agreement or Exhibit B with the written approval of COUNTY or the respective
8 Director of DBH, DCFS, or DCH and CONTRACTOR. Minor changes may include, but are not
9 limited to, the addition of clinical laboratory tests, the addition or deletion of a urine/blood
10 collection/draw or pick-up site, the addition of a new program designated to receive services, and
11 changes in addresses to which notices or invoices are to be sent. Such minor changes shall not affect
12 the maximum compensation allowable under this Agreement.

13 **8. NON-ASSIGNMENT**

14 Neither party shall assign or transfer this Agreement nor their rights or duties under this
15 Agreement without the prior written consent of the other party.

16 **9. HOLD HARMLESS**

17 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S request,
18 defend the COUNTY, its officers, agents and employees from any and all costs and expenses, including
19 attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to COUNTY
20 in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents or
21 employees under this Agreement, and from any and all costs and expenses, including attorney fees and
22 court costs, damages, liabilities, claims and losses occurring to or resulting from any person, firm or
23 corporation who may be injured or damaged by the performance, or failure to perform, of
24 CONTRACTOR, its officers, agents or employees under this Agreement. In addition, CONTRACTOR
25 agrees to indemnify COUNTY for Federal, State of California and/or local audit exceptions resulting
26 from noncompliance herein on the part of the CONTRACTOR.

27 **10. INSURANCE**

28 Without limiting the COUNTY'S right to obtain indemnification from CONTRACTOR

1 or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect the
2 following insurance policies throughout the term of this Agreement:

3 A. Commercial General Liability

4 Commercial General Liability Insurance with limits of not less than One Million
5 Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000).
6 This policy shall be issued on a per occurrence basis. COUNTY may require specific coverage
7 including completed operations, product liability, contractual liability, Explosion, Collapse, and
8 Underground (XCU), fire legal liability or any other liability insurance deemed necessary because of
9 the nature of the Agreement. CONTRACTOR may satisfy its obligations included in this section
10 through a program of self-insurance.

11 B. Automobile Liability

12 Comprehensive Automobile Liability Insurance with limits for bodily injury of
13 not less than Two Hundred Fifty Thousand Dollars (\$250,000) per person, Five Hundred Thousand
14 Dollars (\$500,000) per accident and for property damages of not less than Fifty Thousand Dollars
15 (\$50,000), or such coverage with a combined single limit of Five Hundred Thousand Dollars
16 (\$500,000). Coverage should include owned and non-owned vehicles used in connection with this
17 Agreement. CONTRACTOR may satisfy its obligations included in this section through a program of
18 self-insurance.

19 C. Professional Liability

20 Professional Liability Insurance with limits of not less than One Million Dollars
21 (\$1,000,000) per occurrence, Three Million Dollars (\$3,000,000) annual aggregate. CONTRACTOR
22 may satisfy its obligations included in this section through a program of self-insurance.

23 D. Worker's Compensation

24 A policy of Worker's Compensation Insurance as may be required by the
25 California Labor Code. CONTRACTOR may satisfy its obligations included in this section through a
26 program of self-insurance.

27 CONTRACTOR shall obtain endorsements to the Commercial General Liability
28 insurance naming the County of Fresno, its officers, agents, and employees, individually and

1 collectively, as additional insured, but only insofar as the operations under this Agreement are
2 concerned. Such coverage for additional insured shall apply as primary insurance and any other
3 insurance, or self-insurance, maintained by the COUNTY, its officers, agents and employees shall be
4 excess only and not contributing with insurance provided under the CONTRACTOR'S policies herein.
5 This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance
6 written notice given to COUNTY.

7 Within thirty (30) days from the date CONTRACTOR signs this Agreement,
8 CONTRACTOR shall provide certificates of insurance and endorsements as stated above for all of the
9 foregoing policies, as required herein, to the County of Fresno, Probation Department, 1100 Van Ness
10 Avenue, Fresno CA 93721, Attention: Greg Reinke, stating that such insurance coverages have been
11 obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be
12 responsible for any premiums on the policies; that such Commercial General Liability insurance names
13 the County of Fresno, its officers, agents and employees, individually and collectively, as additional
14 insured, but only insofar as the operations under this Agreement are concerned; that such coverage for
15 additional insured shall apply as primary insurance and any other insurance, or self-insurance,
16 maintained by COUNTY, its officers, agents and employees, shall be excess only and not contributing
17 with insurance provided under CONTRACTOR'S policies herein; and that this insurance shall not be
18 cancelled or changed without a minimum of thirty (30) days advance, written notice given to
19 COUNTY.

20 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as
21 herein provided, COUNTY may, in addition to other remedies it may have, suspend or terminate this
22 Agreement upon the occurrence of such event.

23 All policies shall be with admitted insurers licensed to do business in the State of
24 California. Insurance purchased shall be from companies possessing a current A.M. Best, Inc. rating of
25 B+ FSC VIII or better.

26 **11. CONFIDENTIALITY**

27 All services performed by CONTRACTOR under this Agreement shall be in strict
28 conformance with all applicable Federal, State of California and/or local laws and regulations relating

1 to confidentiality, including but not limited to, California Civil Code section 56 et seq., California
2 Welfare and Institutions Code sections 5328, 10850 and 14100.2, Health and Safety Code sections
3 11977 and 11812, 22 California Code of Regulations section 51009, and 42 Code of Federal
4 Regulations sections 2.1 *et seq.* CONTRACTOR shall submit to COUNTY'S monitoring of said
5 compliance with all State and Federal statutes and regulations regarding confidentiality.

6 CONTRACTOR shall ensure that no list of persons receiving services under this contract is published,
7 disclosed, or used for any other purpose except for the direct administration of the program or other
8 uses authorized by law that are not in conflict with requirements for confidentiality.

9 Except as otherwise provided in this Agreement, CONTRACTOR, as a Business
10 Associate of COUNTY, may use or disclose Protected Health Information ("PHI") to perform
11 functions, activities or services for or on behalf of COUNTY, as specified in this Agreement, provided
12 that such use or disclosure shall not violate the Health Insurance Portability and Accountability Act
13 (HIPAA), U.S.C. 1320d et seq., and its implementing regulations including but not limited to 45 C.F.R.
14 Parts 142, 160, 162, and 164 (hereafter known as "the Privacy Rule"). The uses and disclosures of
15 PHI may not be more expansive than those applicable to COUNTY, as the "Covered Entity" under the
16 Privacy Rule, except as authorized for management, administrative or legal responsibilities of the
17 Business Associate.

18 CONTRACTOR shall not use or further disclose PHI other than as permitted or required
19 by this Agreement, or as required by law.

20 CONTRACTOR shall use appropriate safeguards to prevent use or disclosure of PHI
21 other than as provided for by this Agreement.

22 CONTRACTOR shall report to COUNTY any use or disclosure of the PHI not provided
23 for by this Agreement.

24 CONTRACTOR shall ensure that any agent, including any subcontractor, to which
25 CONTRACTOR provides PHI received from the COUNTY, or created or received by the
26 CONTRACTOR on behalf of COUNTY, shall comply with the same restrictions and conditions that
27 apply through this Agreement to CONTRACTOR with respect to such information.

28 CONTRACTOR shall provide access at the request of COUNTY, and in the time and

1 manner designated by COUNTY, to PHI in a Designated Record Set (as defined in 45 C.F.R. §
2 164.501), to an Individual or to the COUNTY to meet the requirements of 45 C.F.R. section 164.524
3 regarding access by Individuals to their PHI.

4 CONTRACTOR shall make any amendment(s) to PHI in a Designated Record Set that
5 COUNTY directs or at the request of COUNTY, and in the time and manner designated by COUNTY
6 in accordance with 45 C.F.R. section 164.526.

7 CONTRACTOR shall document such disclosures of PHI and information related to such
8 disclosures as would be required for COUNTY to respond to a request by an Individual for an
9 accounting of disclosures of PHI in accordance with 45 C.F.R. section 164.528. CONTRACTOR shall
10 provide to COUNTY or to an Individual, in a time and manner designated by COUNTY, information
11 collected in accordance with 45 C.F.R. section 164.528, to permit COUNTY to respond to a request by
12 the Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. section 164.538.

13 CONTRACTOR shall make internal records related to the use, disclosure, and privacy
14 protection of PHI received from COUNTY, or created or received by CONTRACTOR on behalf of
15 COUNTY available to COUNTY or to the Secretary of the United States Department of Health and
16 Human Services for purposes of investigating or auditing COUNTY'S compliance with the Privacy
17 Rule, in a time and manner designed by COUNTY or the Secretary.

18 Upon termination of this Agreement for any reason, CONTRACTOR shall return or
19 destroy all PHI received from COUNTY, or created or received by CONTRACTOR on behalf of
20 COUNTY. This provision shall apply to PHI in possession of subcontractors or agents of
21 CONTRACTOR. CONTRACTOR, its agents or subcontractors shall retain no copies of the PHI. In
22 the event that CONTRACTOR determines that returning or destroying the PHI is not feasible,
23 CONTRACTOR shall provide COUNTY notification of the conditions that make return or destruction
24 infeasible. Upon mutual agreement of the parties that the return of the PHI is not feasible,
25 CONTRACTOR shall extend the protections of this Agreement to such PHI and limit further use and
26 disclosures of such PHI for so long as CONTRACTOR, or any of its agents or subcontractors,
27 maintains such PHI.

28 The Parties agree to take such action as is necessary to amend this Agreement as

1 necessary for COUNTY to comply with the requirements of the Privacy Rule and its implementing
2 regulations. Any such changes may be made with the written approval of COUNTY'S Privacy
3 Compliance Officer or designee.

4 CONTRACTOR shall mitigate, to the extent practicable, any harmful effect that is
5 known to CONTRACTOR of a use or disclosure of PHI by CONTRACTOR in violation of the
6 requirements of this Agreement.

7 **12. NON-DISCRIMINATION**

8 During the performance of this Agreement CONTRACTOR shall not unlawfully
9 discriminate against any employee or applicant for employment, or recipient of services, because of
10 race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, age
11 or gender, pursuant to all applicable State of California and Federal statutes and regulations.

12 **13. LICENSES**

13 CONTRACTOR warrants that it possesses all licenses and/or certificates required by
14 local, State of California and/or Federal laws and regulations for the conduct of its business and shall
15 operate its business in accordance with all applicable laws and regulations. CONTRACTOR further
16 warrants that all of its personnel performing services under this Agreement shall be licensed and/or
17 certified where required to lawfully perform their duties and shall maintain such licensure and/or
18 certifications throughout the term of this Agreement. CONTRACTOR shall maintain copies of all
19 licenses and/or certifications noted above and shall allow COUNTY to review these documents upon
20 request.

21 **14. SUBCONTRACTS**

22 CONTRACTOR will be required to assume full responsibility for all services and
23 activities covered by this Agreement, whether or not CONTRACTOR is providing those services
24 directly. Further, COUNTY will consider CONTRACTOR to be the sole point of contact with regard
25 to contractual matters, including payment of any and all charges resulting from this Agreement.
26 CONTRACTOR shall be responsible to COUNTY for the proper performance of any subcontract. Any
27 subcontractor shall be subject to the same terms, limitations and conditions that CONTRACTOR is
28 subject to under this Agreement.

1 **15. REPORTS**

2 CONTRACTOR shall provide DBH, DCFS and DCH with a quarterly report that shall
3 include, but is not limited to, the number and type of tests conducted and the amount invoiced by cost
4 center. In addition, CONTRACTOR shall provide the Probation Department with a quarterly report on
5 the number of tests conducted at each rural and state-wide urine collection facility and the total amount
6 invoiced for said tests by facility.

7 **16. STATE REQUIREMENTS**

8 CONTRACTOR recognizes that COUNTY operates its mental health system under an
9 agreement with the State of California Department of Mental Health, and that under said agreement the
10 State imposes certain requirements on COUNTY and its subcontractors. CONTRACTOR shall adhere
11 to all State requirements, including those identified in Exhibit E, attached hereto and by this reference
12 incorporated herein.

13 **17. AUDITS AND INSPECTIONS**

14 CONTRACTOR shall at any time during business hours, and as often as COUNTY may
15 deem necessary, make available to COUNTY for examination all of its records and data with respect to
16 the matters covered by this Agreement. CONTRACTOR shall, upon request by COUNTY, permit
17 COUNTY to audit and inspect all such records and data necessary to ensure CONTRACTOR'S
18 compliance with the terms of this Agreement.

19 If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00),
20 CONTRACTOR shall be subject to the examination and audit of the State Auditor General for a period
21 of three (3) years after final payment under contract (California Government Code section 8546.7).

22 **18. NOTICES**

23 The persons having authority to give and receive notices under this Agreement and their
24 addresses include the following:

25 COUNTY

26 Director, Fresno County
27 Department of Behavioral Health
28 4441 E. Kings Canyon Road
 Fresno, CA 93702

CONTRACTOR

 Quest Diagnostics
 Regional Manager
 3636 N. First
 Fresno, CA 93711

1 Director, Fresno County
2 Department of Community Health
3 1221 Fulton Mall
4 Fresno, CA 93775

4 Director, Fresno County of Fresno
5 Department of Children and Family Services
6 Fresno Street, Suite 301
7 Fresno, CA 93721

7 Chief Probation Officer
8 Probation Department
9 1100 Van Ness Avenue
10 Fresno CA 93721

10 Any and all notices between COUNTY and CONTRACTOR provided for or permitted
11 under this Agreement or by law shall be in writing and shall be deemed duly served when personally
12 delivered to all of the addresses provided above, or in lieu of such personal service, when deposited in
13 the United States Mail, postage prepaid, addressed to all of the addresses provided above.

14 **19. GOVERNING LAW**

15 The parties agree, that for the purposes of venue, performance under this Agreement is to
16 be in Fresno County, California.

17 The rights and obligations of the parties and all interpretation and performance of this
18 Agreement shall be governed in all respects by the laws of the State of California.

19 **20. ENTIRE AGREEMENT**

20 This Agreement, including all exhibits, COUNTY’S Revised RFP No. 490-4078, and
21 CONTRACTOR’S response constitutes the entire agreement between CONTRACTOR and COUNTY
22 with respect to the subject matter hereof and supersedes all previous agreement negotiations, proposals,
23 commitments, writings, advertisements, publications, and understandings of any nature whatsoever
24 unless expressly included in this Agreement.

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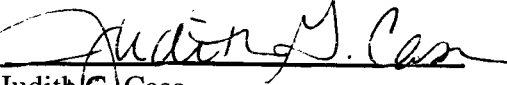
1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first
2 hereinabove written.

3 ATTEST:

4 **CONTRACTOR:**
5 **UNILAB CORPORATION**
6 **d/b/a QUEST DIAGNOSTICS**


COUNTY OF FRESNO

7 By 
8 Bruce Farley
9 Northern California Managing Director


By 
Judith G. Case
Chair, Board of Supervisors

10 Date: 6/9/05

Date: 6/14/05

11 By 
12 Oran Cogdill, Jr.
13 South Valley General Manager

BERNICE E. SEIDEL, Clerk
Board of Supervisors

By 

14 Date: 6/10/05

Date: 6-14-05

16 Tax I.D. No.: 71-089-7031

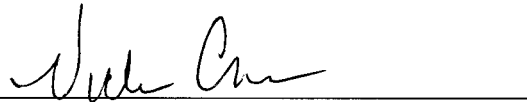
18 **PLEASE SEE ADDITIONAL**
19 **SIGNATURE PAGE ATTACHED**

1 APPROVED AS TO LEGAL FORM:
2 DENNIS A. MARSHALL, COUNTY COUNSEL

3
4 By  Deputy


Date: 6/10/05

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6 APPROVED AS TO ACCOUNTING FORM:
7 VICKI CROW, C.P.A., AUDITOR-CONTROLLER/
8 TREASURER-TAX COLLECTOR


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10 By 

Date: 6/10/05

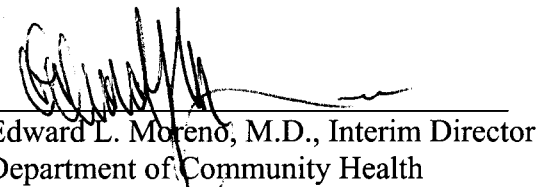
11 REVIEWED AND RECOMMENDED FOR
12 APPROVAL:

13
14 By 
15 Giang T. Nguyen, RN, MSN, Interim Director
16 Department of Behavioral Health


Date: 6/3/05

17
18 By 
19 Gary D. Zomalt, Director
20 Department of Children and Family Services

Date: 6/3/05

21
22 By 
23 Edward L. Moreno, M.D., Interim Director
24 Department of Community Health

Date: 6/3/05

25
26 By 
27 Linda Penner, Chief Probation Officer
28 Probation Department

Date: 6/2/05

I. FOR HUMAN SERVICES DEPARTMENTS

Fund: 0001/10000

Organization:	<u>5620 (\$52,044)</u>	<u>5630 (\$185,433)</u>	<u>5640 (\$10,000)</u>
1620 (\$12,000.00)		2100 (\$14,675.00)	2229 (\$ 2,000.00)
1649 (\$15,744.00)		2105 (\$ 5,833.00)	2230 (\$ 2,000.00)
1650 (\$ 4,000.00)		2107 (\$34,167.00)	2240 (\$ 2,000.00)
1660 (\$ 4,000.00)		2116 (\$ 3,333.00)	2242 (\$ 2,000.00)
1683 (\$ 300.00)		2160 (\$ 5,175.00)	2255 (\$ 2,000.00)
1684 (\$ 2,000.00)		2165 (\$ 2,500.00)	
1685 (\$14,000.00)		2185 (\$ 6,666.00)	
		2311 (\$ 333.00)	
	<u>5602 (\$30,000)</u>	2313 (\$ 1,166.00)	
	2093 (\$30,000)	2314 (\$ 333.00)	
		2323 (\$ 333.00)	
		2331 (\$ 833.00)	
		2334 (\$ 1,167.00)	
		2355 (\$ 333.00)	
		2402 (\$ 1,641.00)	
		2403 (\$36,860.00)	
		2410 (\$ 7,000.00)	
		2491 (\$63,085.00)	

Account/Program: 7235/0

II. PROBATION DEPARTMENT

Fund: 0001/10000

Organization: 3430-3432-3440-3445 (\$900,000.00)

Account: 7295

vcu
0952vax

SCOPE OF WORK

PROBATION DEPARTMENT

1. CONTRACTOR shall provide services in metropolitan Fresno, rural Fresno County and on a statewide basis as needed.

The CONTRACTOR shall provide collection sites in the rural Fresno County at the following locations:

Coalinga:	Quest Diagnostics Patient Service Center Location
Huron:	Quest Diagnostics Patient Service Center Location
Firebaugh:	Quest Diagnostics Patient Service Center Location
Kerman:	Quest Diagnostics Patient Service Center Location
Reedley:	Contract with Sierra Kings District Hospital
Selma:	Contract with Selma Community Hospital
Sanger:	Quest Diagnostics Patient Service Center Location

2. A list of CONTRACTOR's collection sites for Fresno County and statewide is provided in CONTRACTOR'S response to revised RFP No. 490-4078.
3. Clients will be able to purchase their "Request for Toxicology Services" form directly from the Probation Department. They will bring this form to the urine specimen collection site. One copy of the form accompanies the sample being sent to the laboratory for analysis and the results are then sent directly to the Probation Department. Testing at rural and statewide sites is "unobserved."
4. Contractor shall provide all labor, material, equipment, taxes, transportation, etc. to perform evidentiary toxicology laboratory testing as specified.
5. Contractor shall provide twice-daily weekday pick-up service Monday through Thursday and once daily pick-up on Fridays. Probation Department staff will collect the urine samples for pick-up. Pick-up sites (3) will be in:
 1. Central Fresno 2212 N. Winery, Suite 122, Fresno
 2. Southeast Fresno 890 S. Tenth Street, Fresno
 3. Southwest Fresno 11 S. Teilman, Fresno

Additionally, there is pick-up of urine specimens once per week at Elkhorn Correction Facility at 500 E. Elkhorn Avenue, Caruthers.

6. Contractor shall have a secure "lock box" depository for samples submitted after business hours and/or weekends and holidays.
7. Contractor shall provide "expert" testimony in a court setting upon request. Laboratory personnel are called upon to offer testimony when needed.
8. Contractor shall have a written protocol and shall maintain a legally defensible "chain of possession" written record on all samples accepted for testing.
9. Contractor shall be capable of having results available in 24 to 48 hours. The normal time

required for test results would be 48 hours, with a 72-hour maximum. Results sent to the Probation Department should include:

- Lab Control Number
- Date and Time Sample Collected
- Collector's Name
- Date Received by Lab
- Name of Client
- Date of Birth/Sex
- Case Identification Number
- Type of Sample (Urine/Blood)
- Test Code
- Medications Noted
- Results by Drug Group/Cutoff Limits

Each client's results will be provided on a separate sheet of paper for inclusion in the client's file. Contractor shall provide numerical results for alcohol test results.

10. Contractor shall properly store and retain samples in a safe/secure and refrigerated environment.
11. Contractor shall provide the Probation Department with "Request for Toxicology Services" forms, in duplicate and printed on NCR paper.
12. Billing information should include the following:

- Account Number (there are three separate accounts and each requires a separate billing statement)
- Laboratory Control Number
- Client Name
- Date of Service
- Test Description
- Number of Tests run
- Billed amount for each test

Each month an itemized bill for each of the ten accounts is submitted by the vendor and reviewed by the Probation Department for accuracy and then forwarded to the accounting department for payment if no discrepancies are found.

13. Monthly summary billing reports will be provided to the Probation Department.
14. Test results reports shall contain information as deemed appropriate by Probation and include a copy of applicable "Chain of Possession" Form. Such reports will not be included with report, but made available upon request by the Probation Department.
15. Re-testing due to changes in Bidder's staff or unavailability of original testing personnel shall be done at no charge. The amount of retesting is rare and none were requested during the past year.
16. Contractor shall conduct drug screening on every test for the detection of opiates, cocaine, phencyclidine (PCP), methamphetamines, barbiturates, benzodiazepines, cannabinoids, and

alcohol. Cutoff threshold levels are as follows:

Cannabinoid	50
Methamphetamine/Amphetamine	300
Barbiturates	300
Benzodiazepines	300
Cocaine	300
Opiates	300
Phencyclidine (PCP)	75
Alcohol	.02

17. Contractor shall conduct tests for the detection of hallucinogenic drugs, such as LSD, Mescaline, and Ecstasy upon request (requests for these types of tests would be rare and constitute less than one percent (1%) of the total samples submitted).
18. Unless otherwise indicated, qualitative and quantitative tests will be run automatically on the Opiate drug group, as well as Methamphetamine and Alcohol. All qualitative and/or quantitative analysis on other drug groups will be by the specific request only of the Deputy Probation Officer or by Order of the Court.
19. Contractor shall have the ability to provide approximately 2,000 urine sample containers (kits) and identifying labels weekly, upon which the defendant's name, date and time of collection, type of test requested, testing officer's name and unit/division designation can be logged. The sample containers must have a temperature strip attached.
20. Contractor shall refrigerate, freeze, or preserve all samples prior to testing to insure sample integrity.
21. Contractor shall freeze the remainder of a sample which tests positive to drugs and will retain the sample for a period of not less than ninety (90) days or longer if requested to do so by the Probation Department.
22. Contractor shall provide access to clients, testing facilities whose business hours occur other than regular 8 to 5 business hours. Specifically, clients requiring an available facility on Saturdays and after 5:00 p.m. weekdays. At least one urine specimen collection site in metropolitan Fresno is to be open on Saturdays for at least four (4) hours and available two (2) days each week for sample collection until 6:00 p.m. Testing for after-hours and weekends is "unobserved."

SCOPE OF WORK

The CONTRACTOR shall be responsible for providing all needed supplies for specimen collection, collecting and picking up from the various sites.

Services include, but are not limited to, supplies for specimen collections, phlebotomy services, specimen pick up and delivery, laboratory testing, critical value reporting and timely response for STAT and routine laboratory orders. These services will be required for the operation of County of Fresno metropolitan Fresno-Clovis sites, 6 of which operate seven (7) days per week, 24-hours per day, and holidays, and twelve clinic sites in rural Fresno County.

Vendor will provide all laboratory services and necessary supplies according to the regulations of the California Department of Health Services. Laboratory services will be provided in response to telephone or fax requests from authorized nursing or clerical staff acting as agents of assigned licensed physicians or from requests ordered through the computer system.

TYPES OF REQUIRED CLINICAL LABORATORY TESTS BY DEPARTMENTS

While every effort was made to get the most current information on the types of tests needed by each program listed by Department, the types of tests listed below are best estimates only.

Tests to be requested by the human services departments may not be limited to the ones listed below or on Exhibit D listing cost. CONTRACTOR shall provide a significant price for new tests and new panel of tests that may be requested during the term of the Agreement.

I. DEPARTMENT OF BEHAVIORAL HEALTH

<u>Program</u>	<u>Types of Tests</u>
Metro Services	- Majority of tests (44%) CBC differential, mostly for Clozaril monitoring. Other tests include TSH, Comprehensive Metabolic Panel, Valporic Acid, Lipid Profile, ALT, Lithium, Hepatic Function Panel, Glucose Plasma, Cholesterol, Toxicology Test, Triglycerides, AST, Glucose Random, Prolactin, Creatinine, WBC, Electrolytes, Urine Toxicology, etc.
CREW	- Miscellaneous tests on infrequent basis.
PACT* -	Majority of tests (61%) are Urine-toxicology.

Others include TSH, Lithium, Valporic Acid, Dilantin levels, CBC-Differentials and White cell count, Electrolyte Panel, Comprehensive Metabolic Panel, Urinalysis, and pregnancy tests.

- Apollo* - Majority of tests (30%) are CBC w/differential. Others include Lithium level, Urine-toxicology, Lipid Profile, Comprehensive Metabolic Panel, Valporic Acid, TSH, Hepatatic Function Panel and Glucose Plasma.
- CRS* - Miscellaneous tests on infrequent basis.
- PHF* - Majority of tests (24%) are CBC w/differential and (19%) are Comprehensive Metabolic Panel. Others include TSH, Lithium, Tegretal, Valporic Acid, Dilantin levels, Electrolyte Panel, Urine toxicology, Lipid Panel and pregnancy tests.
- Rural Clinics - Majority of tests (16%) are CBC Differentials. Others include Comprehensive Metabolic Panel, Urine Toxicology test, TSH, GGT, STS, Electrolytes and Valporic Acid.
- JPS - Majority of tests (21%) are CBC Differential and (21%) are Comprehensive Metabolic Panel. Other tests include, Lipid Profile, Valporic Acid, Hepatic Function Panel, Prolactin, TSH, Lithium, and Hemoglobin.
- PATHS - Tests will be include urine toxicology and pregnancy testing.

II. DEPARTMENT OF COMMUNITY HEALTH

<u>Program</u>	<u>Types of Tests</u>
Health Screening & Prevention	- Miscellaneous tests on infrequent basis.
County Laboratory	- Majority of tests (73%) are T- Lymphocyte Helper CD Panels and miscellaneous other tests
Early Intervention	- Majority of tests (65%) are T- Lymphocyte Helper CD Panels. Other tests include Hemoglobin, CBC without differential and Pap Smears
Chest Disease Service	- Majority of tests (39%) are Coccidiodal Serology Panels and miscellaneous other tests

Specialty Clinic	- Majority of tests (75%) are Pap Smears and (13%) were Pathology biopsies
Elkhorn Correctional Facility*	- Tests include drug screening, pap smears, etc.
Juvenile Hall*	- Tests include drug screening, pap smears, etc.
Jail Treatment*	- Tests include hematology, serum pregnancy, urine culture and sensitivity and various chemical panels.

* For these facilities lab services will be requested 7 days a week, 24 hours a day, including weekends and holidays.

III. DEPARTMENT OF CHILDREN AND FAMILY SERVICES

The Department of Children and Family Services requests approximately 5 tests a month for their Outpatient and Day Treatment programs. These tests include the Hepatic Function Panel, Comp Metabolic Panel, CBCs (some with differentials), Valporic Acid, Lithium Tegretal and Lead levels. These tests are for programs with cost centers: 56402229, 56402230 and 56402255.

LABORATORY SERVICES FOR 24-HOUR FACILITIES

Laboratory Services will be requested for the following sites, operating 7 days per week, 24-hours per day, weekends and holidays:

Please note that Billing/Cost Center numbers listed at the end of each program below are for internal use only and vendors responding to RFP do not have to include this information in their proposal.

DEPARTMENT OF BEHAVIORAL HEALTH

- 1) Psychiatric Health Facility (PHF), 4411 E. Kings Canyon Road, Fresno, CA 93702. Phone (559) 453-4044, fax (559) 453-3875. (BILLING/COST CENTER # 56302491)

The PHF is a 16-bed acute inpatient facility for Fresno County residents with severe and acute mental illnesses. Basic services include psychiatry, clinical psychology, social work, psychiatric nursing, rehabilitation and medication services.

- 2) Psychiatric Assessment Center for Treatment (PACT), 4411 E. Kings Canyon Road, Fresno, CA 93702, phone (559) 453-4044, fax (559) 453-3875. (BILLING/COST CENTER # 56302107)

The PACT program provides crisis stabilization for adult and youth consumers with severe and acute mental illnesses. Basic services include crisis stabilization and intervention, psychiatric assessments, medication evaluation and monitoring, substance abuse evaluation and counseling and referral services for families.

- 3) Community Response System (CRS), 4411 E. Kings Canyon Road, Fresno, CA 93702, phone (559) 453-4044, fax (559) 453-3875. (BILLING/COST CENTER # 56302401)

This mobile mental health treatment program is provided to both adults and children in crisis within their community in Fresno County. The CRS provides interdisciplinary, culturally diverse community-based crisis intervention and relapse prevention services for consumers to help ensure the least restrictive level of care.

- 4) Apollo Residential Facility, 205 N. Blackstone, Fresno, CA 93701, phone: (559) 498-0241 fax: 498-6220. (BILLING/COST CENTER # 56302160)

The Apollo is a 16-bed residential facility for mentally ill adults aged 18-59. The short-term social rehabilitation promotes a consumer-centered approach environment that encourages responsibility and self-reliance, provides a smooth transition from an acute psychiatric setting to a less restrictive residential care facility.

DEPARTMENT OF COMMUNITY HEALTH

- 1) Jail Medical Services, 1225 M Street, Fresno, CA 93721, phone: (559) 488-2866, fax: (559) 488-3298. (BILLING/COST CENTER # 56201685)

The outpatient medical care provided in the adult detention facilities includes three components: 1) the housing unit, for inmates who are eligible for outpatient treatment. 2) care provided to the remainder of the inmate population which is essentially that which is provided by an "urgent care" or "walk-in" clinic including treatment of minor ailments, injuries, and dental problems, X-ray services, and patient education, and 3) medical screening process performed on each arrestee at the time of booking to identify communicable diseases, other illnesses, injuries, pregnancy, drug and alcohol use, and mental problems.

- 2) Juvenile Hall, 746 S. Tenth St. Fresno, CA 93702, phone: (559) 455-5189, fax: (559) 455-5277. (BILLING/COST CENTER #56201684)

The outpatient medical care provided in the juvenile detention facilities includes two components: 1) care which is essentially that provided by an "urgent care" or "walk-in" clinic including treatment of minor ailments and injuries, X-ray services, and patient education, 2) a physical examination performed on each arrestee at the time of booking to identify communicable diseases, other illnesses, injuries, pregnancy, drug and alcohol use, and mental problems.

(NOTE: The Juvenile Hall Division will be moving its complex to a new location in March 2006 at American Avenue and Freeway 99.)

- 3) Elkhorn Correctional Facility, 500 East Elkhorn Ave. Caruthers, CA 93609 phone: (559) 864-5933, fax: (559) 864-3221 (BILLING/COST CENTER #56201683)

The outpatient medical care provided in the Elkhorn Correctional Facility is the same as the juvenile detention facilities and includes medical care that is essentially provided by an "urgent care" or "walk in" clinic. This includes treatment of minor ailments and injuries, X-Ray services, and patient education.

DEPARTMENT OF CHILDREN AND FAMILY SERVICES

- 1) Children's Crisis Assessment Intervention & Resolution Center (CCAIR) 3147 N. Millbrook, Fresno, CA 93703 phone (559) 453-8918, fax: (559) 453-6700. (Billing/Cost Center 56402242)

The CCAIR is a 24-hour facility that provides crisis stabilization to children and youth consumers with severe and acute mental illness. Services provided at the CCAIR include crisis stabilization, therapeutic intervention, mental health assessments, medication evaluation, monitoring, and referral services for children and families.

LABORATORY SERVICES FOR FACILITIES THAT OPERATE MONDAY THROUGH FRIDAY, 8:00 A.M. TO 8:00 P.M.

Please note that Billing/Cost Center numbers listed at the end of each program below are for internal use only and vendors responding to RFP do not have to include this information in their proposal.

DEPARTMENT OF BEHAVIORAL HEALTH

- 1) Metro Services, 4441 E. Kings Canyon Road, Fresno, CA 93702, phone (559) 453-4099, fax (559) 253-9144. (BILLING/COST CENTER # 56302100)

Metro Services provides culturally appropriate therapeutic outpatient and rehabilitative group services to seriously and persistently mentally ill and homeless mentally consumers. Staff provides medication administration and education, monitor medication levels for consumers and perform physical and mental health assessments.

- 2) Center for Recovery, Empowerment and Wellness (CREW), 2171 N. Fine St., Fresno, CA 93727, phone: (559) 455-2061, fax: (559) 455-2064. (BILLING/COST CENTER # 56302165)

The outpatient programs offer a menu of therapies, individual and group rehabilitation services and socialization activities. Consumers, along with their physicians, service coordinators, family members, etc., choose which group and services provide the best treatment for their individual needs.

- 3) PATHS Program, 515 S. Cedar Avenue, Fresno, CA 93702, phone: 453-8300, fax: 453-8916. (BILLING/COST CENTER # 56022093)

Perinatal Addiction Treatment and Health Services (PATHS) program provides treatment for substance abusing women with a focus on those who are pregnant and/or parenting. On-site day care is available for children up to five years of age.

DEPARTMENT OF COMMUNITY HEALTH

- 1) Specialty Clinic, 1221 Fulton Mall, Fresno, CA 93775, phone: (559) 445-3416. (BILLING/COST CENTER # 56201660)

The Specialty Clinic provides services to prevent sexually transmitted diseases through diagnosis, treatment, medical follow-up, contact investigation and partner notification. Investigation and notification are conducted by county Communicable Disease Specialists and state Communicable Disease Investigators which are housed in the Specialty Clinic. The Specialty Clinic began offering family planning HIV/AIDS treatment services in 1997-98.

- 2) SB910 Contract Services, 1221 Fulton Mall, Fresno, CA 93775, phone: (559) 445-3225. (BILLING/COST CENTER # 56201636)

In January 1997, the Board of Supervisors directed county staff to undertake a study to determine how to improve County Health and Social Services. In response to that directive, increased emphasis is being placed on ways government programs can alter their systems of service delivery to reflect more comprehensive, integrated, and outcome-oriented approaches.

A southeast regional office is proposed to meet the goals of the County in fulfilling the expanding needs of the community. Staff will participate on multi-disciplinary teams to provide coordination of community services and streamline a referral process for client access to services.

Based upon an increased population in the county and the fact that the problems/issues clients currently deal with have become more complex (i.e., substance abuse, child/family violence, increase in population of individuals living in substandard housing, poverty), the need may exist for additional staff to effectively address these issues. Staffing concerns will be reviewed in detail and, if necessary, requests for additional staff will be sent at a later date.

- 3) Public Health Laboratory, 1221 Fulton Mall, Fresno, CA 93775, phone: (559) 445-3407, fax: (559) 445-3580. (BILLING/COST CENTER # 56201620)

Section 101150 of the Health and Safety Code and Section 1075 of Title 17 of the California Code of Regulations require local health departments to have available the services of an official public health laboratory. The purpose of the Public Health Laboratory is to detect the presence of disease producing agents which have the potential to adversely affect the public health. The Public Health Laboratory continually strives to implement new technologies that reduce disease transmission, morbidity, and treatment costs, as well as cooperative arrangements to maximize utilization of County resources.

The Public Health Laboratory actively participates in proficiency programs and is accredited by the State of California Environmental Laboratory Accreditation Program (ELAP), the Environmental Protection Agency, and is certified by the State of California Department of Food and Agriculture.

Both human and environmental specimens are accepted and tested in order to detect organisms and chemicals which may threaten the health of the community. In addition to testing specimens in support of Community Health Department programs, the Public Health Laboratory tests specimens from hospitals, other county departments, other governmental entities, private physicians, penal institutions, private clinics, water systems, businesses, and private individuals.

The information generated by this testing is furnished to other agencies and departments to be used for the purpose of monitoring infectious disease outbreaks and environmental threats to the public's health. This information can then be used to plan containment strategies and also assess the effectiveness of various health education programs.

- 4) Health Screening and Prevention, 1221 Fulton Mall, Fresno, CA 93775, phone (559) 445-3409. (BILLING/COST CENTER # 56201606)

Services for Hepatitis and TB testing, and Refugee Health were formerly provided in separate locations. During 1997-98, these services were consolidated into the Health Screening and Prevention Program. One significant change includes the separation of TB skin testing services from the Chest Clinic. In addition, this change has facilitated an increase in the demand for occupational blood-borne exposure services and post exposure treatment to rabies, meningitis and other infectious diseases. The Health Screening and Prevention unit provides screening and prevention services which have recently been consolidated into one centralized location within the Community Health Department. The consolidated Health Screening and Prevention Program provides refugee screening, tuberculosis skin testing and preventive follow-up, and preventive treatment and consultation for individuals who have been exposed, or are at risk, of blood borne exposure. Refugee screening services consist of diagnostic testing, physical exam, health history, immunizations, referral to specialty and primary care providers and follow-up activity. This change in service delivery provides physical separation of clients waiting for screening and prevention services from clients who are waiting to receive treatment services in the Chest and Specialty Clinics. The Chest and Specialty Clinics will continue to provide treatment services for patients with active disease.

- 5) Chest Diseases Services, 1221 Fulton Mall, Fresno, CA 93775, phone: (559) 445-3413. (BILLING/COST CENTER # 56201650)

The Chest Clinic provides services for the detection, prevention and treatment of TB, specifically, skin testing, chest X-rays, preventive treatment, and diagnosis of an active disease. The clinic also operates a Directly Observed Therapy outreach unit which monitors and ensures patient compliance with the prescribed treatment plan.

The state and federal government have established priorities and objectives which are designed to address the highest priorities in TB control: (1) The first priority is to identify persons who have active TB cases and ensure that they complete appropriate therapy, including using confinement measures in exceptional cases; (2) The second priority is to find and screen persons who have been in contact with TB patients to determine whether they have TB infection or disease and provide them with appropriate treatment, and (3) The third is to screen high-risk populations to detect persons who are identified with Multiple Drug Resistant TB.

There were 115 new cases of TB identified for CY 2003, 103 new cases of TB were identified in CY 2004.

- 6) Early Intervention Program (EIP), 1221 Fulton Mall, Fresno, CA 93775, phone: (559) 445-3409. (BILLING/COST CENTER # 56201649)

The Early Intervention Program provides managed, preventive health care to HIV-infected persons before their HIV infection has progressed to symptomatic AIDS. The goals of the EIP are to delay the onset of symptoms associated with HIV, to promote healthy and beneficial lives for those with HIV, and to minimize the chances that HIV-positive individuals could infect others. The goals of the EIP are accomplished through physical examinations, psycho-social

assessments and counseling, health education, risk-reduction education, and through the case management of the HIV-infected clients. The EIP is funded through the State Office of AIDS.

- 7) Drug Alcohol Testing, 1221 Fulton Mall, Fresno, CA 93775, phone: (559) 445-3598. [BILLING/COST CENTER #: 56201639(2082)]

HIV counseling and screening services are provided to individuals who are currently participating in drug/alcohol treatment programs, both residential as well as outpatient programs. The program is supported through an interagency agreement with the Substance Abuse Division. In addition to counseling and testing services, group education is provided to clients as well as regular program updates with the staff of participating programs.

DEPARTMENT OF CHILDREN AND FAMILY SERVICES

- 1) Youth Offender Program, 3147 N. Millbrook, Fresno, CA 93703, phone: (559) 445-8405. (BILLING/COST CENTER # 56402255)

Mental Health will contract to provide services for youth sex offenders and youth domestic violence offenders detained at Juvenile Hall and the Elkhorn Boot Camp. Services will be tailored specific to each program: Youth Sex Offender Program and Youth Domestic Violence Program. Services will include crisis intervention, assessment, individual, group and family therapy, discharge planning and linkage to services needed after discharge. Referral to these programs will be made through the Juvenile Court System and the Juvenile Hall Institution.

- 2) Youth Link Program, 3147 N. Millbrook, Fresno, CA 93703, phone: (559) 445-8405. (BILLING/COST CENTER # 56402229)

Youth Link provides mental health services for children and families who are under the jurisdiction of the Juvenile Court. County mental health staff performs psychological evaluation for children and their parents who come before the Juvenile Court on dependency matters. Assessment and treatment are provided by Youth Link staff or private contract providers.

- 3) Youth System of Care, 3147 N. Millbrook, Fresno, CA 93703, phone: (559) 445-8918. (BILLING/COST CENTER # 56402230)

There is a growing demand for traditional and non-traditional mental health services focused on the individual consumer's needs. The Fresno County Youth System of Care provides outpatient services to children under the age of eighteen and special education youth under the age of twenty-three and their families. Outpatient services include assessment, crisis intervention, case management, individual, group and family therapy and psychiatric evaluation. School based outpatient services are also offered. Fees for services are based on a sliding scale, dependent upon the family's income.

DBH, DCFS & DCH DEPARTMENTS REQUIREMENTS

1. All services will be provided in accordance with Fresno County, State and Federal client/consumer confidentiality requirements.
2. Blood draws/specimen collection will be performed by the Contractor although staff in some programs will do the collection, as deemed necessary, by County staff ordering the testing.
3. All STAT services will be provided 7 days per week, 24 hours per day at several facilities. All specimen pick-ups, where necessary, will be performed by the Contractor.
4. Some facilities require routine blood draws to be completed prior to 6 a.m. All routine results will be returned within 24 hours of collection.
5. STAT response time will be within one hour of receipt of request.
6. Reporting of Critical Test Values shall be completed within 30 minutes after verification and ordering physician will be called with name, date and time of specimen collection, and test results, as well as DOB (Date of Birth) when necessary.
7. Billings for services will be submitted on a monthly invoice statement and are to be listed by Department and cost center, listing the full name of the patient, date of birth, Fresno County Medical Record Number, date of service and name of laboratory test. Invoices are to be sent to Fresno County Human Services Accounting Office, P.O. Box 24055, Fresno, CA 93779. Payments may be delayed if invoices are incomplete or incorrect.
8. The selected vendor shall be required to assume full responsibility for all services and activities offered in the proposal and resulting Agreement, with the exception of services and activities provided by the County of Fresno whether or not they are provided directly. Further, the County of Fresno will consider the selected vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The contractor may not subcontract or transfer the contract, or any right or obligation arising out of the contract, without first having obtained the express written consent of the County.
9. The selected vendor shall provide a ten percent (10%), or more, volume discount off the base price for tests if current volume is considered high or future demand increases significantly.
10. County Public Health laboratory requires a daily 4:40 pm specimen pick-up.

**QUOTATION SCHEDULE OF FEES
FOR PROBATION**

Laboratory Test

Unit Price

Fees for all three services areas: Metropolitan, Rural, and Statewide

Drug Screen, as specified (Qualitative)	\$ 8.00
Drug Screen, as specified (Quantitative)	\$ 12.00
Ecstasy (Urine)*	\$ 69.00
LSD (Urine)*	\$168.30
Mescaline (Urine)*	\$ 65.00

*This test is performed outside of Quest Diagnostics testing facilities and is subject to testing lab's fees by law. There is also an additional Handling fee of \$15.00 for this test.

Expert Witness Testimony

Court Appearance – First Hour	\$ 80.00 per hour
Court Appearance – Each additional hour after first hour	\$ 80.00 per hour
Mileage Allowance	\$.405 per mile

**QUOTATION SCHEDULE OF FEES
FOR DBH, DCFS & DCH**

<u>Laboratory Test</u>	<u>Unit Price</u>
<u>Pre-Treatment Work-up Panels</u>	
Comprehensive Metabolic Panel	\$ 7.00
Metabolic Panel (basic)	\$ 5.00
Baseline Lithium Screening	\$ 6.00
Electrolyte Panel	\$ 5.00
Hepatic Function Panel	\$ 5.00
CBC (With or Without Differential)	\$ 5.00
WBC	\$ 2.00
TFT (Thyroid Function Test)	\$ 7.00
Comprehensive Metabolic Panel with CBC	\$12.00
Comprehensive Metabolic Panel with Lipid	\$28.25
Comprehensive Metabolic Panel with CBC & Lipid	\$33.25
<u>Urine Tests</u>	
Urine Analysis	\$ 4.00
Urine Culture	\$11.20
Urine Sensitivity	\$ 9.60
Urine Culture and Sensitivity	\$11.20
Urine Collection	\$15.00
STAT Urine	\$30.00
STAT Pick up Charges	\$15.00
HIV Screen only	\$12.00
HIV with Western Confirmation	\$29.00
Hepatic Panel	\$ 5.00
Lipid Panel	\$ 5.25
LSP Liver Function Test	\$ 5.00
TSH (Thyroid Stimulation Hormone Test)	\$ 5.00
ALT (SGPT)	\$ 9.40
AST (SGOT)	\$ 9.40
Ammonia Plasma	\$15.00

Magnesium	\$15.00
STS (RPR)	\$ 5.00
Glucose Plasma/Serum	\$ 5.00
Triglycerides	\$10.65
Cholesterol	\$ 7.30
Throxine, Direct Free	\$10.00
Creatnine	\$ 8.35
BUN	\$ 4.00
BUN/ Creatnine	\$ 5.00
Prolactin	\$61.00

Therapeutic Medication Level Monitoring

Valporic Acid Level	\$ 8.00
Lithium Level	\$ 6.00
Haloperidol Level	\$14.00
Carbamazepine Level	\$ 8.00
Tegretol Level	\$ 8.00
Phenobarbital Level	\$ 8.00
Phenytoin (Dilantin) Level	\$ 8.00
Digoxin Level	\$ 8.00
Dilantin Level	\$ 8.00
Depakote level	\$18.00
Zytrea*	\$47.00
Risperdal Level	\$46.48
Proloctin	\$61.00

* This test is not performed by Quest. Due to Federal Regulations, Quest is required to charge County the same charge that they receive. There is a handling fee of \$15. This fee is subject to change if the Quest price changes.

Toxicology Screening (Without Confirmation)**

Urine Toxicology Screens	\$ 8.00
Amphetamine (like substance)	
Barbiturates	
Benzodiazepine	
Cannabinoid	
Cocaine	
Opiate	
Phencyclidine	
Etoh (Alcohol) level	

** Confirmation not required-only need to indicate if positive or negative.

** If required, confirmation testing done at additional cost of \$12.00 for each item listed above.

Drug Screen Serum * * *	\$20.00
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Pregnancy Screening

Urine Pregnancy	\$ 3.50
Serum Beta HCG	\$14.00

Other Tests

Pap Smears (1 slide) (Conventional)	\$ 9.00
Pathology Biopsies* * * *	\$20.00
CD4	\$29.60
Vitamin B12	\$30.20
Testosterone	\$53.77
T3	\$28.40
Toxoplasma Titer	\$40.07

* * * This test is not performed by Quest. Due to Federal Regulations, Quest is required to charge County the same charge that they receive. There is a handling fee of \$15. This fee is subject to change if the Quest price changes.

* * * * Biopsies are a send-out and the same regulations apply. This is subject to change if the price to Quest changes.

Additional Pricing Information

1. Blood draw	\$ 8.00
2. Stat Testing	\$30.00
3. Stat Pick Up Charges	\$15.00
4. Urine Screen Collection (Collections not observed)	\$15.00

STATE MENTAL HEALTH REQUIREMENTS

1. CONTROL REQUIREMENTS

COUNTY and its subcontractors shall provide services in accordance with all applicable Federal and State statutes and regulations.

2. PROFESSIONAL LICENSURE

All (professional level) persons employed by the COUNTY Mental Health Program (directly or through contract) providing Short-Doyle/Medi-Cal services have met applicable professional licensure requirements pursuant to Business and Professions and Welfare and Institutions Codes.

3. CONFIDENTIALITY

- A. CONTRACTOR shall comply with applicable laws and regulations, including but not limited to section 5328 et seq. of the California Welfare and Institutions Code regarding the confidentiality of patient information.
- B. CONTRACTOR shall protect, from unauthorized disclosure, names and other identifying information concerning persons receiving services pursuant to this contract, except for statistical information. This pertains to any and all persons receiving services pursuant to a Department of Mental Health funded program. CONTRACTOR shall not use such identifying information for any purpose other than carrying out the CONTRACTOR's obligations under this contract.
- C. CONTRACTOR shall not disclose, except as otherwise specifically permitted by this contract or authorized by the client/patient, any such identifying information to anyone other than the County or State without prior written authorization from the County or State in accordance with State and Federal laws.
- D. For purposes of the above paragraphs, identifying information shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print, or a photograph.

4. NONDISCRIMINATION

- A. CONTRACTOR shall not employ any unlawful discriminatory practices in the admission of patients, assignment of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference, or mental or physical handicap, in accordance with the requirements of applicable Federal or State Law.

- B. During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, mental or physical handicap, medical condition, marital status, age, or sex. CONTRACTOR shall comply with the provisions of the Americans with Disabilities Act of 1990, the Fair Employment and Housing Act (Government Code, section 12900, et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). CONTRACTOR shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, section 12990, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. CONTRACTOR shall give written notice of its obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- C. CONTRACTOR shall comply with the provisions of section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Welfare Agency, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

5. **PATIENTS' RIGHTS**

CONTRACTOR shall comply with applicable laws and regulations, including but not limited to, laws, regulations, and State policies relating to patients' rights.