

ORIGINAL

AGREEMENT FOR SERVICES

#101-129-P-E2010

between

SACRAMENTO COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES

and

EL DORADO COUNTY HEALTH SERVICES DEPARTMENT

This Agreement for Services, made and entered into by and between the County of Sacramento, a political subdivision of the State of California (hereinafter referred to as "CONTRACTOR"), and the County of El Dorado, also a political subdivision of the State of California (hereinafter referred to as "COUNTY");

RECITALS

WHEREAS, COUNTY has determined a need for laboratory testing to supplement the El Dorado Health Services Department – Public Health Division Laboratory services; and

WHEREAS, CONTRACTOR, through its Health & Human Services Department Public Health Laboratory services, is an official State of California Department of Health Services certified Public Health Laboratory, established and operated in accordance with California Code of Regulations ("CCR"), Title 17, Public Health, Division 1, Chapter 2, Laboratories and the State of California Health and Safety Code, Section 101150 et seq.; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, State and local laws; and

WHEREAS, COUNTY has determined that the provision of these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, COUNTY and CONTRACTOR mutually agree as follows:

Article I. Scope of Services:**Section 1.01 CONTRACTOR agrees to:**

- (a) Perform laboratory tests as requested or authorized by COUNTY, in accordance with Exhibit A, attached hereto and incorporated by reference herein.
- (b) Ensure compliance with the minimum requirements of a Public Health Laboratory, in accordance with Title 17, Subsection 1078 of the California Code of Regulations during the period of this MOU.
- (c) Submit quarterly reports to COUNTY including the total number of tests performed by invoice number, type of specimen, and origin of specimen, pursuant to Section 1.02(a).
- (d) Provide consultation, reference, and research services upon request of COUNTY, including but not limited to:
 - (i) Questions regarding laboratory services available at the Sacramento County Public Health Laboratory including tests performed, test selection, specimen requirements, specimen storage conditions and specimen shipping.
 - (ii) Questions on testing available at the State Public Health Laboratory by special request, their specimen submission requirements, and shipping of specimens to the State Laboratory.

Section 1.02 COUNTY agrees to:

- (a) Ensure that all specimens submitted to CONTRACTOR are appropriate for testing in a Public Health laboratory. Specimens may originate from sources outside of El Dorado County Health Services Department but will normally be logged by COUNTY and shipped to CONTRACTOR from the El Dorado County Public Health Laboratory.
- (b) Advise CONTRACTOR, if due to special circumstances, COUNTY has provided written direction to community health partners to ship directly to CONTRACTOR. These community health partners include but are not necessarily limited to:
 - (i) Marshall Medical Center, Placerville, CA
 - (ii) Barton Healthcare System, South Lake Tahoe, CA
 - (iii) El Dorado County Community Health Center, Placerville, CA
 - (iv) Divide Wellness Center, Georgetown, CA
 - (v) Kaiser Hospital, Roseville or Folsom Campus, CA

Article II. Term: This Agreement is effective upon signature by the parties hereto, and shall cover the term July 1, 2010 through June 30, 2011, unless earlier terminated pursuant to provisions of Article X herein.

Article III. Compensation for Services: For services provided herein, COUNTY agrees to pay CONTRACTOR quarterly in arrears and within forty-five (45) days following COUNTY's receipt and approval of itemized invoice(s) identifying test by patient, cost per test pursuant to Section 3.01, plus any shipping and handling fees pursuant to Section 3.03.

The total not-to-exceed amount of this Agreement is \$30,000.

Section 3.01 Medi-Cal Claims: CONTRACTOR shall submit Medi-Cal claims for laboratory tests conducted for Medi-Cal eligible COUNTY patients, providing all information required for submission of such claims is provided to CONTRACTOR at the time the sample is submitted for testing. CONTRACTOR shall indicate such Medi-Cal claims as “no charge to COUNTY” on the quarterly itemized invoice.

Section 3.02 Charges: Charges will be based on a fee per test, as listed in Exhibit A, attached hereto and incorporated by reference herein. Specimens submitted for other laboratory tests not listed on Exhibit A, but specifically requested in writing by COUNTY and performed by CONTRACTOR shall be reimbursed at actual cost to CONTRACTOR.

Section 3.03 Shipping and Handling Fees: All shipping and handling fees shall be paid by COUNTY, including those pre-authorized by COUNTY and incurred by CONTRACTOR. Shipping and handling fees shall be identified on itemized invoice(s) submitted to COUNTY.

Section 3.04 Third-Party Laboratory Services: All tests submitted to CONTRACTOR that require referral to a third-party laboratory for analysis will be pre-authorized in writing by COUNTY, and billed to COUNTY at the actual cost billed to CONTRACTOR by the third-party laboratory that performed the analysis, plus appropriate shipping and handling fees. These charges shall be itemized on the quarterly invoice.

Article IV. Record Retention: CONTRACTOR shall maintain, at all times, complete detailed records with regard to work performed under this Agreement in accordance with the requirements of Title 17 of the California Code of Regulations, and COUNTY shall have the right to inspect such records at any reasonable time.

Article V. Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

Article VI. CONTRACTOR to COUNTY: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from COUNTY and its staff. It is further agreed that in all matters pertaining to this Agreement, CONTRACTOR shall act as CONTRACTOR only to COUNTY and shall not act as CONTRACTOR to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with CONTRACTOR's responsibilities to COUNTY during term hereof.

Article VII. Assignment and Delegation: CONTRACTOR is engaged by COUNTY for its unique qualifications and skills as well as those of its personnel. CONTRACTOR shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of COUNTY.

Article VIII. Independent Contractor/Liability: CONTRACTOR is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. CONTRACTOR exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

CONTRACTOR shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. COUNTY shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to CONTRACTOR or its employees.

Article IX. Fiscal Considerations: The parties to this Agreement recognize and acknowledge that COUNTY is a political subdivision of the State of California. As such, COUNTY is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of COUNTY business, COUNTY will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, COUNTY shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and COUNTY released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any COUNTY department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of COUNTY, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

Article X. Default, Termination, and Cancellation:

Section 10.01 Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, COUNTY reserves the right to take over and complete the work by contract or by any other means.

Section 10.02 Bankruptcy: This Agreement, at the option of COUNTY shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of CONTRACTOR.

Section 10.03 Ceasing Performance: COUNTY may terminate this Agreement in the event CONTRACTOR ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.

Section 10.04 Termination or Cancellation without Cause: Either party may terminate this Agreement in whole or in part upon thirty (30) days written notice without cause. If such prior termination is effected, COUNTY will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to CONTRACTOR, and for such other services, which COUNTY may agree to in writing as necessary for contract resolution. In no event, however, shall COUNTY be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, CONTRACTOR shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

Article XI. Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to COUNTY shall be addressed as follows:

COUNTY OF EL DORADO
HEALTH SERVICES DEPARTMENT
931 SPRING STREET
PLACERVILLE, CA 95667
ATTN: NEDA WEST, DIRECTOR

or to such other location as COUNTY directs.

Notices to CONTRACTOR shall be addressed as follows:

COUNTY OF SACRAMENTO
DEPARTMENT OF HEALTH AND HUMAN SERVICES
7001-A EAST PARKWAY, SUITE 1000
SACRAMENTO, CA 95823
ATTN: GLENNAH TROCHET, M.D., PUBLIC HEALTH OFFICER

or to such other location as the CONTRACTOR directs.

Article XII. HIPAA Compliance: All data, together with any knowledge otherwise acquired by CONTRACTOR during the performance of services provided pursuant to this Agreement, shall be treated by CONTRACTOR and CONTRACTOR's staff as confidential information. CONTRACTOR shall not disclose or use, directly or indirectly, at any time, any such confidential information. If the CONTRACTOR receives any individually identifiable health information ("Protected Health Information" or "PHI"), the CONTRACTOR shall maintain the security and confidentiality of such PHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

Article XIII. Nondiscrimination: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, State and local laws, rules, regulations and ordinances, including the provisions of the Americans with Disabilities Act of 1990, and Fair Employment and Housing Act, and will not unlawfully discriminate against employees, applicants or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition [including cancer, human immunodeficiency virus (HIV) and acquired deficiency syndrome (AIDs)], age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.

Article XIV. Indemnity: CONTRACTOR shall defend, indemnify and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including payment of reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement,

caused in whole or in part by the negligent or intentional acts or omissions of CONTRACTOR's officers, directors, agents, employees, volunteers or subcontractors..

COUNTY shall defend, indemnify and hold harmless CONTRACTOR, its officers, directors, agents, volunteers and employees, from and against all demands, claims, actions, liabilities, losses, damages and costs, including payment of reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of COUNTY'S Board of Supervisors, officers, directors, agents, employees, or volunteers.

It is the intention of COUNTY and CONTRACTOR that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers, and COUNTY'S Board of Supervisors. It is also the intention of COUNTY and CONTRACTOR that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, COUNTY'S Board of Supervisors and Contractor's subcontractors.

Article XV. Insurance: Each party, at its sole cost and expense, shall carry insurance -or self-insure - its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, professional liability, workers compensation, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverage.

Article XVI. Interest of Public Official: No official or employee of COUNTY who exercises any functions or responsibilities in review or approval of services to be provided by CONTRACTOR under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of COUNTY have any interest, direct or indirect, in this Agreement or the proceeds thereof.

Article XVII. Interest of Contractor: CONTRACTOR covenants that CONTRACTOR presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. CONTRACTOR further covenants that in the performance of this Agreement no person having any such interest shall be employed by CONTRACTOR.

Article XVIII. Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. CONTRACTOR attests that it has no current business or financial relationship with any COUNTY employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. COUNTY represents that it is unaware of any financial or economic interest of any public officer or employee of CONTRACTOR relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

Article XIX. California Residency (Form 590): All independent Contractors providing services to COUNTY must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The CONTRACTOR will be required to submit a Form 590 prior to execution of an Agreement or COUNTY shall withhold seven (7) percent of each payment made to the CONTRACTOR during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

Article XX. Taxpayer Identification Number (Form W-9): All independent Contractors or corporations providing services to COUNTY must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

Article XXI. El Dorado County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing an El Dorado County business license unless exempt under County Code Section 5.08.070.

Article XXII. Administrator: The El Dorado County Officer or employee with responsibility for administering this Agreement is Olivia Kasirye, M.D., M.S. Public Health Officer, or successor. The Sacramento County representative administering this Agreement for CONTRACTOR, is Anthony Gonzalez, PhD., Public Health Laboratory Director / Program Manager, or his/her designee.

Article XXIII. Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF SACRAMENTO --

By: G. Trochet
Glennah Trochet, M.D., Health Officer
Department of Health & Human Services
"CONTRACTOR"

Dated: 6/8/10

-- COUNTY OF EL DORADO --

By: _____
Norma Santiago, Chair
Board of Supervisors
"COUNTY"

Dated: _____

Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: _____ Date: _____
Deputy Clerk

REVIEWED AND APPROVED BY COUNTY COUNSEL

By: 7.61.014(b) Date: _____

EXHIBIT A
Sacramento County Current Fee Schedule

Service	Fee
Bacteriology	
Culture, Pathogen ID and Drug Susceptibility (Urine, Wound, Respiratory)	\$47.00
Bordetella pertussis Culture Screen & PCR	\$75.00
Haemophilus ducreyi Culture Screen	\$25.00
Identification-Culture	\$50.00
Drug Susceptibility	\$40.00
Blood Lead Screen	\$30.00
Chlamydia Amplified Nucleic Acid Screen	\$42.00
Enteric Primary Culture and Identification	\$40.00
Enteric Pathogen Identification Confirmation (Title 17)	No Charge
Gonorrhea Amplified Nucleic Acid Screen	\$42.00
Gonorrhea Primary Culture	\$17.00
Herpes	
Direct DFA	\$25.00
Culture and DFA	\$42.00
HIV	
Oral Fluid Antibody Screen, EIA and Confirmation of Positives	\$20 (with kit)
Serum Antibody Screen, EIA and Confirmation of Positives	\$17.00
Oral Fluid Western Blot Confirmation	\$50.00
Serum IFA Confirmation	\$50.00
Molecular PCR Identification	\$52.00
Mycology	
Primary Culture with Yeast or Fungus Identification	\$40.00
Coccidioides Accuprobe	\$50.00
Identification (Yeast or Fungi)	\$50.00
Occult Blood Screen	\$14.00
Parasitology	
Screen	\$50.00
Cryptosporidium Acid Fast Screening	\$20.00
Pinworm Screen	\$17.00
Malaria Confirmation (Title 17)	No Charge
Arthropod or Worm Identification	\$30.00
Rabies DFA	\$55.00
Rubella Antibody Screen	\$17.00
Streptococcus Screen and Identification	\$18.00
Syphilis	
Antibody Screen	\$12.00
Quantification	\$18.00
TPPA	\$20.00
FADF	\$25.00
Tuberculosis	
Smear, Concentration, Culture, Acid-fast ID and TB Drug Testing	\$40.00
Identification, using biochemical	\$0.00
Identification, using genetic probes	\$0.00
Drug Susceptibility	\$0.00
Direct TB probe of Primary Specimen	\$65.00
Quantiferon Gold TB Blood Screening Test	\$45.00
Varicella-Zoster	
Antibody Screen	\$17.00
Direct DFA	\$25.00
West Nile Virus	
EIA	\$16.00
IFA Confirmation	\$43.13
Water Coliform Present/Absent	\$25.00
H1N1 Testing	No Charge