



Contract Number
24-1286

SAP Number
Revenue Contract

Department of Public Health

Department Contract Representative Rebecca Saucedo
Telephone Number (909) 725-5426

Contractor Loma Linda University Medical Center
Contractor Representative Lauren Drake
Telephone Number (909) 558-4400, ext. 43209
Contract Term 01/01/2025 – 12/31/2029
Original Contract Amount \$60,000 annually
Amendment Amount \$0
Total Contract Amount \$60,000 annually
Cost Center 930191000

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County (County) desires to provide laboratory testing services for human infectious diseases of public health importance; and

WHEREAS, Loma Linda University Medical Center (Contractor) has the need of laboratory testing services for human infectious disease of public health importance; and

WHEREAS, the County operates a Public Health Laboratory suitable to provide such testing services; and

WHEREAS, it is of mutual benefit to the parties that the Public Health Laboratory provides testing services for Contractor;

NOW THEREFORE, the parties hereto enter into this Contract as a full statement of their respective responsibilities during the term of this Contract, and in consideration of the representations made above and the covenants and conditions set forth herein, the parties agree as follows:

A. CONTRACTOR RESPONSIBILITIES

Contractor shall:

A.1 Ensure all test request forms are filled out completely and legibly.

- a. Specimen Requisition Forms: All laboratory test requests must be submitted on a "Laboratory Test Request Form".
- b. The Laboratory Test Request forms are double copy - The white original is returned to the lab. The yellow copy stays with the Contractor. Laboratory Test Request forms are submitted for immunological evidence of infection from blood and cerebrospinal fluid (CSF) specimens and for isolation and/or identification of bacteria, fungi, parasites, or viruses.
- c. Laboratory Test Request Forms can be ordered by submitting a request using the Laboratory Supplies Requisition Form.

A.2 Order supplies as needed: Use Laboratory Supplies Requisition form. All orders may be mailed, faxed, or delivered to the Public Health Laboratory at the address below for delivery that week.

Department of Public Health
Laboratory Receiving
150 E. Holt Blvd.
Ontario, CA 91761
Fax: (909) 986-3590

A.3 Ensure specimens are correctly labeled, stored, and transported.

- a. Contractor will obtain specimens using standard methods. Specimens will be obtained by the Contractor's personnel and transported by courier to the Public Health Laboratory for testing per the instructions in the Specimen Collection Manual. The website for the Manual can be found at:
<http://wp.sbcounty.gov/dph/programs/lab/>
- b. Contractor will arrange for timely transport of the specimens to the laboratory during regular business hours. Special arrangements will need to be made for delivery outside regular business hours.
- c. Test Reporting: Requests for copies of final reports must be submitted to the Public Health Laboratory office staff in writing.

A.4 Contact the Public Health Laboratory office at (909) 458-9430, if additional information on patient test results is required.

B. GENERAL CONTRACT REQUIREMENTS

B.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

B.2 Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

B.3 Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

B.4 Reserved

B.5 Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

B.6 Reserved

B.7 Change of Address

Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

B.8 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

B.9 Reserved

B.10 Confidentiality

Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the California Confidentiality of Medical Information Act, the Information Practices Act and other statutes pertaining to the protection of health information, regulations have been promulgated governing the privacy of health information. Both Parties to this Contract acknowledge that they are governed by these provisions and agree to protect the information shared pursuant to this Contract in conformity with the requirements of the applicable.

Contractor shall protect from unauthorized use or disclosure the names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any purpose other than carrying out the Contractor's obligations under this Contract, except as may otherwise be required by law. This provision will remain in force even after the termination of the Contract.

B.11 Primary Point of Contact

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

B.12 Reserved

B.13 Reserved

B.14 Debarment and Suspension

Contractor certifies that neither it nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

B.15 Reserved

B.16 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

B.17 Reserved

B.18 Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

B.19 Improper Influence

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

B.20 Improper Consideration

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

B.21 Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

B.22 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

B.23 Reserved

B.24 Reserved

B.25 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

B.26 Nondisclosure

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

B.27 Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

B.28 Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and products, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Section IV–Term of the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

B.29 Reserved

B.30 Reserved

B.31 Records

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

B.32 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

B.33 Release of Information

No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

B.34 Representation of the County

In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County.

B.35 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

B.36 Reserved

B.37 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

B.38 Termination for Convenience

The County reserves the right to terminate the Contract, for its convenience, with or without cause, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

B.39 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

B.40 Reserved

B.41 Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

B.42 Reserved

B.43 Reserved

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B. 49 Reserved

B.50 Campaign Contribution Disclosure (SB 1439)

Contractor has disclosed to the County using Attachment A - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

B.51 Reserved

C. FISCAL PROVISIONS

- A. The total dollar amount will be determined by the total number and nature of the requests made by LLUMC based on established rates. The consideration to be paid, as provided herein, shall be on a fee for service basis.
- B. There is no guaranteed minimum or maximum number of requests to be made under this contract.
- C. Contractor will submit invoices on a monthly basis when services are performed. Reimbursement will be made on a fee-for-service basis based on established rates.
 - 1. The fees for DPH are established by the Board of Supervisors. These fees are updated July 1st of each year.
 - 2. DPH and Contractor agree that fees will be charged in accordance with the most current yearly fee schedule.
 - 3. Any testing performed that is not included in the established fee chart(s) will be charged at a agreed rate to cover the cost of performing tests.

- D. When services are provided Contractor shall remit payment to DPH within sixty (60) days of receipt invoice. Payments shall be sent to:

Public Health Department
Finance and Administrative
Services 451 E. Vanderbilt Way,
2nd Floor
San Bernardino, CA 92408

- E. Specimens or cultures may be submitted to the California Department of Public Health (CDPH) Laboratory or Centers for Disease Control and Prevention (CDC) Laboratory for follow-up testing at no additional cost.

D. TERM OF CONTRACT

This Contract is effective as of January 1, 2025 and expires December 31, 2029 but may be terminated earlier in accordance with provisions of this Contract.

E. COUNTY RESPONSIBILITIES

County shall:

- E.1** Provide all equipment, materials, supplies, personnel, licenses, and permits to provide full service public health laboratory services related to communicable diseases and other conditions of public health importance, on blood, urine, and other body fluids.
- E.2** Provide the Contractor with a current Specimen Collection Manual describing tests available, appropriate specimens for testing, specimen transportation criteria, critical values for each test, and expected test turnaround time.
- E.3** Provide most routine supplies necessary for collection of specimens free of charge. In most cases these supplies will be transported by Contractor's courier within one week of request.
- E.4** Perform the necessary medical laboratory tests, upon request of the Contractor's ordering physician, unless the specimen is unsatisfactory for testing.
- In the event a specimen is unsatisfactory for testing, the Contractor will be notified within 24 hours by fax or phone. The unsatisfactory specimen will be held at the laboratory for one week before disposal or returned to the Contractor at the Contractor's request. Contractor contact information must be on file or on the requisition.
- E.5** For some testing algorithms, initially positive tests will be confirmed with further tests. Additional charges may apply. If the submitting physician does not want confirmation or follow-up tests, this must be indicated on the original laboratory test request form, under "Submitter comments."
- E.6** Only be open during regular business hours: Monday through Friday, 8:00 a.m. to 5:00 p.m. The lab is closed on weekends and County holidays.
- E.7** Ensure laboratory reports meet the following specifications:
- a. Computer printed on 8.5 by 11-inch paper.
 - b. Faxed to the Contractor within one (1) business day of test completion.
 - c. Results of tests from separate individuals will be on separate report forms.
 - d. If sufficient sample exists, specimens shall be retained for at least ten (10) days after the results are reported, to allow for repeat or additional testing.
- E.8** Maintain, in effect at all times during the term of the Contract, current licenses, certifications, and permits in accordance with Federal, State, and local government requirements as follows:
- a. Certified by the California Department of Public Health as a public health and environmental health laboratory.

- b. Medicare certified laboratory with average proficiency at least 95%. A copy of the graded proficiency test results will be available on request.
- c. Current and valid Clinical Laboratory Improvement Amendments (CLIA) Certificate of Compliance, copy available on request.

E.9 Provide technical support on an as needed basis.

F. INDEMNIFICATION AND INSURANCE REQUIREMENTS

Indemnification

- Contractor shall defend, indemnify, and hold County, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages resulting from the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Contractor, its officers, employees and agents.
- County shall indemnify and hold Contractor, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages resulting from the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent acts or omissions of County, its officers, employees and agents.
- In the event that Contractor or County is found to be comparatively at fault for any claim, action, loss, or damage which results from their respective obligations under this Agreement, the Contractor and/or County shall indemnify the other to the extent of its comparative fault.
- The parties' indemnification obligations set forth above are conditioned on the following: (a) the indemnified party must provide the indemnifying party with: (i) prompt written notice of such claim (but in any event notice in sufficient time for the indemnifying party to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, and settlement (if applicable) of such claim; except that the indemnified party may participate in such defense at its own cost; and (iii) all reasonable necessary cooperation at the indemnifying party's expense in defending the claim; and (b) the indemnifying party will not settle any indemnifiable claim without the indemnified party's prior written consent to the extent such settlement requires the indemnified party to admit any liability or pay any amount not reimbursed by the indemnifying party. The parties' indemnification obligations provided herein survive expiration or termination of this Agreement.

G. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

County: San Bernardino County
 Department of Public Health Laboratory
 150 East Holt Boulevard
 Ontario, CA 91761

Contractor: Loma Linda University Medical Center
 P.O. Box 596
 Loma Linda, CA 92354

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

H. ENTIRE AGREEMENT

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

I. ELECTRONIC SIGNATURES

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

IN WITNESS WHEREOF, the San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

Dawn Rowe

Dawn Rowe, Chair, Board of Supervisors

Dated: DEC 17 2024

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Dynna Monell
Clerk of the Board of Supervisors
of the San Bernardino County

By

[Signature]



Loma Linda University Medical Center

(Print or type name of corporation, company, contractor, etc.)

By

[Signature]
Alan Soderblom (Nov 22, 2024 09:09 PST)

(Authorized signature - sign in blue ink)

Name

Alan Soderblom

(Print or type name of person signing contract)

Title

SVP Finance

(Print or Type)

Dated:

11/22/2024

Address

On File

Lyndon Edwards

Lyndon Edwards

COO

11/22/2024

FOR COUNTY USE ONLY

Approved as to Legal Form

[Signature]

Adam Ebright, Deputy County Counsel

Date 11/26/2024

Reviewed for Contract Compliance

▶

Date

Reviewed/Approved by Department

[Signature]
Joshua Dugas (Nov 26, 2024 08:28 PST)

Joshua Dugas, Director of Public Health

Date 11/26/2024