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Contract Number

SAP Number

Department of Public Health

| | |
|---|--|
| Department Contract Representative | <u>Rebecca Saucedo</u> |
| Telephone Number | <u>(909) 725-5426</u> |
| Contractor | <u>Riverside County University Health</u> |
| Contractor Representative | <u>Richard Lee</u> |
| Telephone Number | <u>(951) 358-7205</u> |
| Contract Term | <u>July 13, 2024 through July 12, 2029</u> |
| Original Contract Amount | <u>\$450,000</u> |
| Amendment Amount | <u>\$0</u> |
| Total Contract Amount | <u>\$450,000</u> |
| Cost Center | <u>930191000</u> |
| Grant Number (if applicable) | <u></u> |

WHEREAS, The San Bernardino County, Department of Public Health, hereinafter referred to as DPH, desires to provide and has the need for laboratory testing services for human infectious diseases of public health importance; and

WHEREAS, The Riverside County, Department of Public Health, hereinafter referred to as Contractor, desires to provide and has the need for laboratory testing services for human infectious diseases of public health importance; and

WHEREAS, DPH and Contractor operate a qualified Public Health Laboratory suitable to provide such Reciprocal Emergency Laboratory Testing services and find it is of mutual benefit to both parties to perform these services for each other as set forth below; and;

NOW THEREFORE, DPH and Contractor hereto enter into this Professional Services Agreement (PSA) as a full statement of their respective responsibilities during the term of this PSA, and in consideration of the representations made above and the covenants and conditions set forth herein, the parties agree to the following terms and conditions:

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MUTUAL SERVICE RESPONSIBILITIES

- A. Provide all equipment, materials, supplies, personnel, licenses, and permits to provide full public health laboratory services related to communicable diseases and other conditions of public health importance on clinical and environmental samples.
- B. Provide 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.
- C. Provide most routine supplies necessary for collection of specimens free of charge.
- D. In most cases these supplies will be transported by commercial carrier within one week of request.
- E. Perform the necessary laboratory tests, upon request of DPH or Contractor's ordering physician, unless the specimen is unsatisfactory for testing.

In the event a specimen is unsatisfactory for testing, DPH or Contractor will be notified within twenty- four (24) hours by fax, email, or phone. The unsatisfactory specimen will be held at the laboratory for one (1) week before disposal or returned to DPH or Contractor at their request. Contact information must be on file or on the requisition.

- F. For some testing algorithms, initially positive tests will be confirmed with further tests. Additional charges may apply. If the original submitter does not want confirmation or follow- up tests, this must be indicated on the original laboratory test request form under "Additional Comments/Information."
- G. Provide routine testing needs 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.
- H. Provide Laboratory Testing Services in the event of an emergency or high volume demand:
 - 1. These Laboratory Testing Services should be available seven (7) days a week for limited periods.
 - 2. Provide access to Laboratory staff twenty-four (24) hours through the duty officer phone line.
 - 3. If both DPH or Contractor have excessive testing needs, prioritize testing so the most critical testing is performed first regardless of the submitting laboratory.
- I. Ensure laboratory reports meet the following specifications:
 - 1. Computer printed on 8.5 by 11-inch paper.
 - 2. Faxed to DPH or Contractor within one (1) business day of test completion.
 - 3. Results outside established reference range will be marked or separated from normal results for easy identification. Critical results will be reported to DPH or Contractor on the same day by phone or fax if requested.
 - 4. Results of tests from separate individuals will be on separate report forms.
 - 5. 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.
- J. Maintain, in effect at all times during the term of the PSA, current licenses, certifications, and permits in accordance with Federal, State, and local government requirements as follows:
 - 1. Certified by the California Department of Public Health as a public health laboratory.
 - 2. Medicare certified laboratory with average proficiency at least 95%. A copy of the graded proficiency test results will be available upon request.
 - 3. Current and valid Clinical Laboratory Improvement Amendments (CLIA) Certificate of Compliance. A copy will be available upon request.

- K. Develop and implement procedures and provide all forms necessary to administer services when needed. Ensure that all forms are filled out completely and legibly as instructed.
- L. Order supplies as needed, providing detailed instructions for handling.
- M. Ensure specimens are correctly labeled, stored, and transported.
 - 1. DPH or Contractor will obtain specimens using standard methods. Specimens will be obtained by each other's personnel and transported by county and commercial courier for testing per instructions provided.
 - 2. DPH or 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.
 - 3. Test Reporting: Requests for copies of final reports must be submitted in writing.
- N. Provide each other with main contact phone number in the event additional information is needed. The contact phone number for DPH is (909) 458 - 9430. The contact phone number for Contractor is (951) 358-5070.
- O. Provide technical support on an as needed basis.
- P. Establish mutually satisfactory methods for the exchange of such information as may be necessary in order that each party may perform its duties and functions under this PSA and appropriate procedures to ensure all information is safeguarded from improper disclosure in accordance with applicable State and Federal laws and regulations.
- Q. Establish mutually satisfactory methods for problem resolution at the lowest possible level as the optimum, with a procedure to mobilize problem resolution up through DPH or Contractor's mutual chain of command, as deemed necessary.
- R. Develop procedures for resolving grievances including the specific steps to follow and the time, limits for resolution.
- S. Protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this PSA, except for statistical information not identifying any participant. DPH or Contractor shall not use or disclose any identifying information for any other purpose other than carrying out each other's obligations under this PSA, except as may be otherwise required by law. This provision will remain in force even after the termination of the PSA.
- T. Agree not to enter into any subcontracting agreements for work contemplated under the PSA without first obtaining written approval from the other party. Any subcontractor shall be subject to the same provisions as DPH and Contractor in addition to all terms and conditions in this PSA. DPH and Contractor shall be fully responsible for the performance of their own subcontractors.
- U. Will maintain all records and books pertaining to the delivery of services under this PSA and demonstrate accountability for PSA performance.
- V. Not assign this PSA in whole or part without the written consent of either party.

FISCAL PROVISIONS

- A. The total dollar amount of this PSA is not to exceed \$90,000 annually or \$450,000 for the total five (5) year term. The total dollar amount will be determined by the total number and nature of the requests made by each other based on established rates. The consideration to be paid, as provided herein, shall be on a mutual fee for service basis.
- B. There is no guaranteed minimum or maximum number of requests to be made under this PSA.
- C. DPH or 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. The fees for Contractor are evaluated yearly by Riverside University Health System - Public Health Laboratory and may be adjusted.
 3. DPH and Contractor agree that fees will be charged in accordance with the most current yearly fee schedule.
 4. Any testing performed that is not included in the established fee chart(s) will be charged at a mutually agreed rate to cover the cost of performing tests.
- D. When services are provided by DPH, Contractor shall remit payment to DPH within sixty (60) days of receipt invoice. Payments shall be sent to:
- Department of Public Health
Finance and Administrative
Services 451 E. Vanderbilt Way,
2nd Floor
San Bernardino, CA 92408
- E. When services are provided by Contractor, DPH shall remit payment to Contractor within sixty (60) days of receipt invoice. Payment shall be sent to:
- County of Riverside
Department of Public Health - Fiscal Services
P.O. Box 7849
Riverside, CA 92513
- F. 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.

TERM

This PSA is effective as of July 13, 2024 and expires July 12, 2029, but may be terminated earlier in accordance with provisions of Section IV of this PSA.

EARLY TERMINATION

- A. This PSA may be terminated without cause upon thirty (30) days written notice by either party. The DPH's Director is authorized to exercise DPH's rights with respect to any termination of this PSA. The Contractor's Director, or his/her appointed designee, has authority to terminate this PSA on behalf of Contractor.
- B. DPH and Contractor will only be reimbursed for costs and uncancelable obligations incurred prior to date of termination. DPH and Contractor will not be reimbursed for costs incurred after the date of termination.
- C. If during the term of this PSA, State and/or Federal funds appropriated for the purposes of this PSA are reduced or eliminated, DPH and Contractor may immediately terminate this PSA upon written notice to the other party.

GENEAL PROVISIONS

- A. No waiver of any of the provisions of the PSA documents shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under any PSA document shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- B. Any alterations, variations, modifications, or waivers of provisions of the PSA, unless specifically allowed in the PSA, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an Amendment to this PSA. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- C. Each party to this PSA agrees to indemnify and hold harmless the other party and its officers, employees, agents and volunteers from any and all claims or actions arising from the other party's acts, errors or omissions and for any costs or expenses incurred by the party on account of any claim therefore.
- D. Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPPA), 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 PSA acknowledge that they governed by these provisions and agree to protect the information shared pursuant to this PSA in conformity with the requirements of the applicable laws.
- E. When notices are required to be given pursuant to this PSA, the notices shall be in writing and mailed to the following respective addresses listed below:

Contractor: County of Riverside, Public Health Laboratory
P.O. Box 7600
Riverside, CA 92503

County: San Bernardino County, Department of Public Health Laboratory
150 East Holt Boulevard
Ontario, CA 91761
- F. Nothing contained in this PSA 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.


- G. If any provision of the PSA is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable (giving effect to the intention of the Parties) and the remaining provisions of the PSA shall not be affected.
- H. This PSA shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The Parties agree to the exclusive jurisdiction of the federal court located in the County of Riverside and the state court located in the County of San Bernardino, for any and all disputes arising under this PSA, to the exclusion of all other federal and state courts.
- I. In the event of any dispute, claim, question or disagreement arising from or relating to this PSA 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.
- J. The parties under this PSA shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this PSA are specifically made severable. If a provision of the PSA is terminated or held to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall remain in full effect.
- K. In the event that a subpoena or other legal process commenced by a third party in any way concerning the services provided under this PSA 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 proceed herein in connection with defense obligations by Contractor for County.
- L. 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 PSA.
- M. The County, by written notice, may immediately terminate any agreement 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 an agreement has been awarded.
- N. 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 to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.
- O. Each party is an authorized self-insured public entity for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this agreement.

CONCLUSION

- A. This PSA, consisting of eight (8) pages, is the full complete document describing services to be rendered by Contractor to DPH, and DPH to Contractor, including all covenants, conditions and benefits.
- B. The signatures of the Parties affixed to this PSA affirm that they are duly authorized to commit and bind their respective departments to the terms and conditions set forth in this document.
- C. This PSA 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 PSA. The parties shall be entitled to sign and transmit an electronic signature of this PSA (whether by facsimile, PDF or other email 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 PSA upon

SAN BERNARDINO COUNTY

Riverside County, Department of Public Health
(Print or type name of corporation, company, contractor, etc.)

By  _____
(Authorized signature - sign in blue ink)

Name Andres Ortiz
(Print or type name of person signing contract)

Title Procurement Contract Specialist
(Print or Type)

 Dawn Rowe, Chair, Board of Supervisors

Dated: _____

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




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

By _____

Dated: _____

Address 4065 County Circle Drive
Riverside, CA 92503

FOR COUNTY USE ONLY

| | | |
|---|---|--|
| Approved as to Legal Form | Reviewed for Contract Compliance | Reviewed/Approved by Department |
|  _____ Adam Ebright, Deputy County Counsel |  _____ |  _____ Joshua Dugas, Director of Public Health |
| Date _____ | Date _____ | Date _____ |