

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number
20-881

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative William L. Gilbert
Telephone Number (909) 580-6150

Contractor California Department of Public Health

Contractor Representative Sabel Davis
Telephone Number (916) 865-8717

Contract Term _____

Original Contract Amount _____

Amendment Amount _____

Total Contract Amount _____

Cost Center _____

Briefly describe the general nature of the contract:

State Contract 20-10683 between California Department of Public Health and the County of San Bernardino on behalf of Arrowhead Regional Medical to provide rapid testing laboratory equipment and supplies for testing.

FOR COUNTY USE ONLY

Approved as to Legal Form


Charles Phan, Deputy County Counsel

Date 9/16/2020

Reviewed for Contract Compliance

▶

Date _____

Reviewed/Approved by Department

▶

William L. Gilbert, Director

Date _____

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
 STD 213 (Rev. 03/2019)

AGREEMENT NUMBER 20-10683	PURCHASING AUTHORITY NUMBER (If Applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
 California Department of Public Health

CONTRACTOR NAME
 County of San Bernardino on behalf of Arrowhead Regional Medical Center

2. The term of this Agreement is:

START DATE
 September 11, 2020

THROUGH END DATE
 January 31, 2021

3. The maximum amount of this Agreement is:

\$0.00
 Zero Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	6
Exhibit B	Budget Details and Payment Provisions	1
Exhibit C*	General Terms and Conditions	GTC 04/2017
+		
-		

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
 County of San Bernardino on behalf of Arrowhead Regional Medical Center

CONTRACTOR BUSINESS ADDRESS 385 North Arrowhead Avenue	CITY San Bernardino	STATE CA	ZIP 92415
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PRINTED NAME OF PERSON SIGNING Gary McBride	TITLE Chief Executive Officer, County of San Bernardino
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CONTRACTOR AUTHORIZED SIGNATURE 	DATE SIGNED 9/17/20
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
 California Department of Public Health

CONTRACTING AGENCY ADDRESS 1616 Capitol Avenue, Suite 74.262, MS 1802	CITY Sacramento	STATE CA	ZIP 95814
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PRINTED NAME OF PERSON SIGNING Tim Bow	TITLE Procurement Officer
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CONTRACTING AGENCY AUTHORIZED SIGNATURE Timothy Bow Digitally signed by Timothy Bow Date: 2020.09.18 19:52:59 -07'00'	DATE SIGNED
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CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) EO N-25-20 COVID-19/Proclamation of A State of Emergency/PCC 1102
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STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

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County of San Bernardino on behalf of Arrowhead Regional Medical Center

CONTRACTOR BUSINESS ADDRESS

385 North Arrowhead Avenue

CITY

San Bernardino

STATE

CA

ZIP

92415

PRINTED NAME OF PERSON SIGNING

Gary McBride

TITLE

Chief Executive Officer, County of San Bernardino

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

9/17/20

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTING AGENCY ADDRESS

1616 Capitol Avenue, Suite 74.262, MS 1802

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Tim Bow

TITLE

Procurement Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

EO N-25-20 COVID-19/Proclamation of A State of Emergency/PCC 1102

Recitals

- A. WHEREAS, California is facing a pandemic arising from the spread of the novel coronavirus (COVID-19), including an anticipated surge in the number of people in California who are infected and have COVID-19 (the "Pandemic");
- B. WHEREAS, in response to the Pandemic, the Governor issued a Proclamation of State of Emergency dated March 4, 2020 and Executive Order (EO) N-25-20 dated March 12, 2020, and subsequent Executive Orders (collectively, and as may be further expanded from time to time, the "Emergency Declaration and Executive Order"), and subsequent State Public Health Officer Orders;
- C. WHEREAS, all agencies of the state government are required to perform any and all activities consistent with the direction of the State, pursuant to the Emergency Declaration and Executive Order;
- D. WHEREAS, the California Department of Public Health (CDPH) has determined that the capacity to test and the wait time for results has been significantly affected due to supply chain issues;
- E. WHEREAS, The CDPH Testing Taskforce has determined that increased testing and results response time is key to combating COVID;
- F. WHEREAS, the State of California, through CDPH Agreement 20-10586 has contracted with PerkinElmer in order to expand the State's capacity to respond to the Pandemic by providing laboratory equipment and supplies necessary to increase capacity for laboratory testing of SARS-CoV-2, all equipment utilized for this agreement is proprietary;
- G. WHEREAS, Arrowhead Regional Medical Center (ARMC) provides essential general and emergency medical services to Southern California's Inland Empire via its 456 bed hospital and four family health clinics. ARMC is the second busiest emergency department in the state of California, and serves the San Bernardino County Corrections system, the San Bernardino County first responders, and is the primary hospital in the county responding to the ongoing pandemic.

1. Service Overview

The Contractor shall comply with the Scope, Terms and Conditions herein as to the use of laboratory equipment and supplies provided by PerkinElmer on behalf of CDPH for the laboratory testing of SARS-CoV-2, pursuant to Contract # 20-10586, incorporated herein.

2. Service Location

The services shall be performed at Arrowhead Regional Medical Center located at 400 North Pepper Avenue, Colton, CA 92324-1819.

3. Project Representatives

- A. The project representatives during the term of this agreement will be:

California Department of Public Health Sabel Davis Telephone: (916) 865-8717 Fax: E-mail: Sabel.Davis@cdph.ca.gov	Arrowhead Regional Medical Center Contract Manager: Andrew Goldfrach, COO Telephone: (909) 580-6170 Fax: (909) 580-6196 E-mail: goldfracha@armc.sbcounty.gov
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B. Direct all inquiries to:

California Department of Public Health Program Support Branch Attention: Sabel Davis 1616 Capitol Avenue Sacramento, CA 95814 Telephone: (916) 865-8717 Fax: E-mail: Sabel.Davis@cdph.ca.gov	Arrowhead Regional Medical Center Arrowhead Regional Medical Center Administration Attention: Hospital Director 400 North Pepper Avenue Colton, CA 92324-1819 Telephone: (909) 580-6150 Fax: (909) 580-6196 E-mail: Hoggane@armc.sbcounty.gov
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4. Services to be Performed by Contractor

Contractor shall perform laboratory testing of collected samples for SARS-CoV-2 using equipment and supplies provided by Perkin Elmer on behalf of CDPH.

A. Equipment and Supplies

1. Contractor will order supply extraction reagents, PCR reagents, plastics and equipment as identified below in subsection 9.a) and b) of this section from CDPH as needed.
2. Equipment and supplies provided shall be used solely for laboratory testing of SARS-CoV-2.
3. Equipment provided is only a loan and provides no ownership to the Contractor.
4. Equipment and unused supplies must be returned no later than **30** calendar days after the termination or cancellation of this Agreement.
5. Contractor shall fully and clearly communicate the nature of any Equipment malfunction via telephone or email to both CDPH and PerkinElmer service personnel. Contractor shall cooperate with PerkinElmer service personnel in the resolution of any Equipment problems, either in response to telephone or other instructions from these personnel or in the course of an Equipment service visit, and shall at all times permit access by PerkinElmer to the Equipment.
6. Contractor shall not service or repair or allow a third party to service or repair the Equipment.
7. Contractor shall be responsible for the cost of any maintenance or repairs which are necessitated by failure to follow operating manuals or by misuse or abuse, or damage of any Equipment. The reasonable cost of such repairs not to exceed depreciated value of replacement Equipment shall be paid to PerkinElmer.
8. Contractor shall use the below quote when submitting supply order requests to CDPH.

a) Quote #22104367 (Full workflow reagent rental)

Part Number	Description
2024-0020	chemagic 360
CMG-370	chemagic 360 96 Rod Head set

CJL8002	Janus G3 Reformatter
CJM8002 Janus G3	qPCR Workstation
010 MISC	qPCR 96 or 384 well
2019-NCOV-PCR-AUS	PerkinElmer New Corona Virus NA kit AUS(EUA)
60001302	50 tip boxes 4800 tips
6000687	175ul conduct ive filter tip, roborack, qty 960
6001256	900ul conductive filter tip, qty 960

10. Training on proper use of equipment shall be provided by PerkinElmer.

B. Records

1. Contractor must maintain records of any and all tests performed using equipment and such records are subject to audit and must be retained for 5 years.
2. Contractor shall report test results to CDPH pursuant to 17 CCR 2505, and any additional data as requested by CDPH.
3. Contractor shall be liable for misuse of and damage to supplies and equipment.

C. Reimbursement to CDPH

1. If Contractor is paid or reimbursed by a third-party payor for laboratory work performed using the equipment and supplies provided under this Agreement, Contractor shall reimburse the State \$19 (the cost to the State) for each test performed for which contractor received third-party payment. Contractor is to remit reimbursement to the State monthly, but not less than quarterly.

D. At no charge to the State, Contractor shall perform laboratory testing of samples provided by or directed by the State. Contractor may request reimbursement through a third-party payor and/or insurance provider. Any reimbursements received shall be remitted to the State consistent with Section 4.c.1.

5. Services to be Performed by CDPH

- A. The state shall provide through contract # 20-10586 with PerkinElmer, the laboratory testing equipment to conduct SARS-CoV-2 testing including, but not limited to, extraction of nucleic acids from samples, preparation of samples for reverse transcriptase polymerase chain reaction (RT-PCR), and running samples on a PCR machine to detect the presence of SARS-CoV-2.
- B. No CDPH staff will be provided as part of this agreement.
- C. CDPH shall provide instructions and Contractor must comply with CDPH's instructions pertaining to the return of equipment upon termination or cancellation of this agreement.

6. Indemnification

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, equipment, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

7. Termination

This Agreement may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Contractor. Upon termination of this agreement Contractor must return all supplies and equipment to CDPH or CDPH's designee within 30 days of termination.

8. Insurance

A. General Provisions Applying to All Policies

1. Coverage Term – Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate and required endorsements must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must comply with the original Agreement terms.
2. Policy Cancellation or Termination and Notice of Non-Renewal – Contractor shall provide to the CDPH within five (5) business days following receipt by Contractor a copy of any cancellation or non-renewal of insurance required by this Contract. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the CDPH may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
3. Premiums, Assessments and Deductibles – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
4. Primary Clause – Any required insurance contained in this Agreement shall be primary and not excess or contributory to any other insurance carried by the CDPH.
5. Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least A-” with a financial category rating of no lower than VI. If Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
6. Endorsements – Any required endorsements requested by the CDPH must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
7. Inadequate Insurance – Inadequate or lack of insurance does not negate Contractor’s obligations under the Agreement.
8. Use of Subcontractors - In the case of Contractor’s utilization of Subcontractors to complete the contracted scope of work, Contractor shall include all Subcontractors as insured under Contractor’s insurance or supply evidence of the Subcontractor’s insurance to the CDPH equal to policies, coverages, and limits required of Contractor.

B. Insurance Coverage Requirements

Contractor shall display evidence of certificate of insurance evidencing the following coverage:

1. Commercial General Liability – Contractor shall maintain general liability with limits not less than \$1,000,000 per occurrence for bodily injury and property damage combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Contractor’s limit of liability. The policy shall be endorsed to include, “The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned.” This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

2. **Automobile Liability (when required)** – Contractor shall maintain motor vehicle liability insurance with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
3. **Worker's Compensation and Employer's Liability (when required)** – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of \$1,000,000 are required. When work is performed on State owned or controlled property the policy shall contain a waiver of subrogation endorsement in favor of the State. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
4. **Professional Liability (when required)** – Contractor shall maintain professional liability covering any damages caused by a negligent error; act or omission with limits not less than \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of Agreement work.
5. **Environmental/Pollution Liability (when required)** – Contractor shall maintain pollution liability for limits not less than \$1,000,000 per claim covering Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site as well as transportation and proper disposal of hazardous materials. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
6. **Aircraft Liability (when required)** - Contractor shall maintain aircraft liability with a limit not less than \$3,000,000. The policy shall be endorsed to include, "The State of California, its officers, agents, employees and servants as additional insured, but only insofar as the operations under this Agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

9. Confidentiality of Information:

- A. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized access, use, or disclosure names and other personally identifying information and/or protected health information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except as required or permitted by state or federal law.
- B. For purposes of this provision, identity 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.
- C. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering protected health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

10. Avoidance of Conflict of Interest by Contractor:

- A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Contractor, subcontracts, or employees, officers and directors of the Contractor or subcontractors. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Contractor to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.
- B. Conflicts of interest include, but are not limited to:
 - 1. An instance where the Contractor or any of its subcontractors, or any employee, officer, or director of the Contractor or subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under this Agreement would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of this Agreement.
 - 2. An instance where the Contractor's or any subcontractor's employees, officers, or directors use 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.
- C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Contractor will be given an opportunity to submit additional information or to resolve the conflict. A Contractor with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating this Agreement. CDPH may, at its discretion upon receipt of a written request from the Contractor, authorize an extension of the timeline indicated herein.

11. Dispute Resolution

Any dispute concerning a question of fact arising under the terms of this Agreement that is not disposed of within fifteen (15) calendar days by the Contractor and State employees normally responsible for the administration of this Agreement shall be brought to the attention of the designated representative for the Contractor and the Deputy Director CDPH (or designated representative) for joint resolution.

Exhibit B
Budget Detail and Payment Provisions

A. Reimbursement

1. At no charge to the State, Contractor shall perform laboratory testing of samples provided by or directed by the State. Contractor may request reimbursement through a third-party payor and/or insurance provider. Any reimbursements received shall be remitted to the State consistent with Exhibit A, Section 4.C.1.
2. Reimbursement checks must include the following:
 - a) Contract Number: 20-10683
 - b) Checks shall be submitted to:

Remittance Address

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
ACCOUNTING SECTION, 73.230 MS 1601
PO BOX 997376
SACRAMENTO, CA 95899-7376