



Contract Number

SAP Number
Revenue Agreement

Department of Public Health

Department Contract Representative	Stephanie Ramos
Telephone Number	(840) 587-6596
Contractor	
Contractor Representative	
Telephone Number	
Contract Term	Upon execution- through September 30, 2030
Original Contract Amount	Revenue Agreement - Fee per Service
Amendment Amount	Not applicable
Total Contract Amount	Revenue Agreement - Fee per Service
Cost Center	9300191000
Grant Number (if applicable)	N/A

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, the Contractor has the need of laboratory testing services for human infectious diseases 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 Agreement as a full statement of their respective responsibilities during the term of this Agreement, and in consideration of the representations made above and the covenants and conditions set forth herein, the parties agree as follows:

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I. COUNTY RESPONSIBILITIES

County shall:

- A. 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 bodily fluids.
- B. 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.
- C. 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.
- D. 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 (1) 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. For some testing algorithms, confirm initially positive tests 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."
- F. Be open during regular business hours: Monday through Friday, 8:00 a.m. to 5:00 p.m. The Public Health Laboratory is closed on weekends and County holidays.
- G. Ensure laboratory reports meet the following specifications:
 - 1. Computer printed on 8.5 by 11-inch paper.
 - 2. Faxed to the Contractor within one (1) business day of test completion.
 - 3. Results of tests from separate individuals will be on separate report forms.
 - 4. 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.
- H. Maintain, in effect at all times during the term of the Agreement, 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 on request.
 - 3. Current and valid Clinical Laboratory Improvement Amendments (CLIA) Certificate of Compliance, copy available on request.
- I. Provide technical support on an as needed basis.
- J. If the DPH laboratory is unable to carry out a requested test for any specimens or cultures, the DPH laboratory will determine whether the specimens or cultures may be submitted to the California Department of Public Health (CDPH) Laboratory for follow-up testing at no additional cost.

II. CONTRACTOR RESPONSIBILITIES

Contractor shall:

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

1. Laboratory Test Request Form : All laboratory test requests must be submitted using this form for immunological evidence of infection from blood and cerebrospinal fluid (CSF) specimens and for isolation and/or identification of bacteria, fungi, parasites, or viruses.
 2. Laboratory Supplies Requisition: This form is used to order supplies from the laboratory.
 3. All laboratory forms can be found on the laboratory webpage
<https://dph.sbcounty.gov/programs/lab-3/>
- B. Order supplies as needed. All orders may be emailed or faxed to the Public Health Laboratory for delivery that week.
- Department of Public Health
Laboratory Receiving
Email: DPHLab@dph.sbcounty.gov
Fax: (909) 986-3590
- C. Ensure specimens are correctly labeled, stored, and transported.
1. 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 Manual can be requested from the laboratory or found at:
<https://dph.sbcounty.gov/programs/lab-3/>
 2. 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 to the Public Health Laboratory office staff in writing.
- D. Contact the Public Health Laboratory office at (909) 458-9430, if additional information on patient test results is required.

III. PAYMENT OF FEES

- A. The total dollar amount of this Agreement will be determined by the total number and nature of the requests made by the Contractor to the County. There is no guaranteed maximum or minimum number of requests to be made under this Agreement.
- B. Contractor will be invoiced monthly on a fee-for-service basis for testing services requested and completed, in accordance with the DPH Fee Schedule (available upon request). Contractor will be invoiced using the most current rates established by the County, updated July 1 of each year.
- C. Contractor shall remit payment to County within thirty (30) days of receipt of invoice from County.
1. Payments shall include Invoice number assigned by the Laboratory.
 2. Contractor shall send check payments by mail to:

Department of Public Health Laboratory
Attn: Lizveth Varela
451 E Vanderbilt Way
San Bernardino, CA 92408
 3. For billing questions, contact the Laboratory at 909-458-9430 or DPHLab@dph.sbcounty.gov

IV. INDEMNIFICATION

Each party to this Agreement 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.

V. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

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 Agreement acknowledge that they are governed by these provisions and agree to protect the information shared pursuant to this Agreement in conformity with the requirements of the applicable laws.

VI. CONFIDENTIALITY

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

VII. TERM AND TERMINATION

This Agreement is effective upon execution of all parties and expires September 30, 2030.

However, this Agreement may be terminated at any time, with or without cause, by either party after giving the other party (30) days advance written notice of its intention to terminate.

VIII. GENERAL PROVISIONS

- A. When notices are required to be given pursuant to this agreement, the notices shall be in writing and mailed to the following respective addresses listed below:

Contractor: Name
 Attn:
 Address:
 City, State, Zip

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

- B. Nothing contained in this Agreement 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.
- C. No waiver of any of the provisions of the Agreement 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 the Agreement 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.

- D. Any alterations, variations, modifications, or waivers of provisions of the Agreement, unless specifically allowed in the Agreement, 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 Agreement. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- E. If any provision of the Agreement 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 Agreement shall not be affected.
- F. This Agreement 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 Agreement, to the exclusion of all other federal and state courts.
- G. In the event of any dispute, claim, question or disagreement arising from or relating to this Agreement 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.
- H. The parties under this Agreement shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Agreement are specifically made severable. If a provision of the Agreement is terminated or held to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall remain in full effect.
- I. In the event that a subpoena or other legal process commenced by a third party in any way concerning the services provided under this Agreement 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.
- J. 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 Agreement.

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.

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.

IX. ATTORNEY'S FEES AND COSTS

In any legal action to enforce or declare any party's rights hereunder, each party, including the prevailing party, shall bear its own costs and attorneys' fees. This section shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under the indemnification requirement of this Agreement.

X. 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.

XI. CONCLUSION

- A. This Agreement, consisting of seven (7) pages and is the full and complete document describing services to be rendered by County to Contractor, including all covenants, conditions, and benefits.
- B. The signatures of the Parties affixed to this Agreement affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.
- C. IN WITNESS WHEREOF, the Board of Supervisors of the San Bernardino County has granted authorization to the Director of the Department of Public Health to subscribe to this Agreement, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officers, the day, month and year written.

SAN BERNARDINO COUNTY



Department of Public Health Director

Dated: _____

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

By

(Authorized signature - sign in blue ink)

Name _____
(Print or type name of person signing contract)

Title _____
(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form



Adam Ebright, Deputy County Counsel

Date _____

Reviewed for Contract Compliance



Date _____

Reviewed/Approved by Department



Date _____