

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



Contract Number

21-765

SAP Number

## Department of Public Health

Department Contract Representative  
Telephone Number

Michael Shin, HS Contracts  
(909) 386-8146

Contractor  
Contractor Representative  
Telephone Number  
Contract Term

EqualTox, LLC  
Dr. Ali Kohzad  
(714) 598-7467  
Upon execution thru January 31,  
2022

Original Contract Amount  
Amendment Amount  
Total Contract Amount  
Cost Center

Not to Exceed \$5,000,000  
\$0  
Not to Exceed \$5,000,000  
9300002759

### IT IS HEREBY AGREED AS FOLLOWS:

**WHEREAS**, The San Bernardino County, Department of Public Health (DPH), hereafter referred to as "County", desires purchase, onsite administration and processing of SARS-CoV-2 test kits by a CLIA (Clinical Laboratory Improvement Amendments of 1988) certified laboratory for analysis; and

**WHEREAS**, County has been allocated funds through the Coronavirus Response and Relief Supplemental Appropriation Act of 2021 – ELC Enhanced Detention Expansion to provide such services; and

**WHEREAS**, County desires that EqualTox, LLC, hereafter referred to as "Contractor", provide onsite administration and processing of SARS-CoV-2 test kits by a CLIA (Clinical Laboratory Improvement Amendments of 1988) certified laboratory for analysis, and Contractor agrees to perform these services as set forth below;

**NOW THEREFORE**, County and Contractor mutually agree to the following terms and conditions:

TABLE OF CONTENTS

I. CONTRACTOR RESPONSIBILITIES ..... 3

II. CONTRACTOR GENERAL RESPONSIBILITIES..... 3

III. COUNTY RESPONSIBILITIES..... 12

IV. FISCAL PROVISIONS ..... 12

V. RIGHT TO MONITOR AND AUDIT..... 14

VI. CORRECTION OF PERFORMANCE DEFICIENCIES..... 14

VII. TERM..... 15

VIII. EARLY TERMINATION ..... 15

IX. GENERAL PROVISIONS ..... 15

X. CONCLUSION.....18

ATTACHMENTS

ATTACHMENT A – EQUALTOX LABORATORY SAN BERNARDINO COUNTY PROPOSAL

ATTACHMENT B – EQUALTOX LABORATORY SAN BERNARDINO COUNTY TESTING LOCATIONS

**I. CONTRACTOR RESPONSIBILITIES**

Contractor shall:

- A. Communicate with the designated Point of Contact assigned by the Human Resource Deputy Director or designee to setup weekly or biweekly testing schedule.
- B. Provide, distribute, administer, collect and process test kits as indicated in attached EqualTox Laboratory, San Bernardino County Proposal documents On-Site Testing Process (Attachment A).
- C. Provide a portal that will track and store results of the tests administered, with access to results of tests provided to point of contact designated by Human Resources . The portal shall be secured in accordance with all applicable laws, including the Health Insurance Portability and Accountability Act (HIPAA), and it's implementing regulations, in addition to the California Confidentiality of Medical Information Act.
- D. Provide Education and Training to Human Resources staff in the use of the results application and results portal.
- E. Provide sufficient staff (trained pharmacists, phlebotomists, and other laboratory technicians) in proper Personal Protective Equipment (PPE).
- F. Test, every individual requested by the County, with:
  1. Rapid Antigen test called BinaxNOW
  2. Every **positive** individual will then be given a Real-Time PCR test

The results for the Real-Time PCR test will be provided to the county no later than 6:00 am the following day (12-Hour results).

- G. Provide sanitary testing stations following CDC guidelines.
- H. Collect demographic information sheets.
- I. Review for consent and compliance in accordance with HIPAA.
- J. Discard testing supplies as stated in EqualTox's Policies and Procedures.
- K. Provide results via secured online portal, email, or both.
- L. Provide post-result consultation by registered physicians/pharmacist as needed.

**II. CONTRACTOR GENERAL RESPONSIBILITIES**

- A. 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. Contractor agrees to comply with the applicable federal suspension and debarment regulations, including, but not limited to Title 48 Code of Federal Regulations (CFR), Chapter 1, Subchapter B, Part 9.4. By signing this Contract, Contractor certifies that:
  1. Neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
  2. Have not within a three-year period preceding this Contract been convicted of or had a judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; or a violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction or records, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph (A)(2) herein; and

4. Have not within a three-year period preceding this Contract had one (1) or more public transactions (Federal, State or local) terminated for cause or default.
- B. Contractor shall not be identified as suspended or debarred on the federal System for Award Management's (SAM) excluded list (<https://www.sam.gov>). If at any time during the term of this Contract, the County determines Contractor is identified as either suspended or debarred on the SAM, Contractor shall be considered in material breach of this Contract, and the County may proceed under the Correction of Performance Deficiencies at Section VI of this Contract, including immediate termination of this Contract. If Contractor becomes aware, at any point during the term of this Contract, that it is identified as suspended or debarred on the SAM excluded list, Contractor must immediately inform County. Such inclusion will be considered a material breach of the Contract and be sufficient grounds for immediate termination.
  - C. Without the prior written consent of the Assistant Executive Officer of Department Operations, this Contract is not assignable by Contractor either in whole or in part.
  - D. This is not an exclusive Contract. The County reserves the right to enter into a contract with other Contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation, under the terms of this Contract.
  - E. Contractor agrees to provide or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five (5) years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County Administrative Official" is defined as a member of the Board of Supervisors or such member's staff, Chief Executive Officer of the County or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.
  - F. If during the course of the administration of this Contract, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.
  - G. 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.
  - H. Contractor agrees not to enter into any subcontracts for work contemplated under this Contract without first obtaining written approval from the Assistant Executive Officer of Department Operations through the Human Services Contracts Unit. The County may withhold such consent in its sole discretion.

At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Paragraph V of this Section II. All approved subcontractors shall be subject to the provision of this Contract applicable to Contractor Personnel, including removal pursuant to Paragraphs Q and R of this Section II.

For any subcontractor, Contractor shall:

1. Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions;

2. Ensure that the subcontractor follows County's reporting formats and procedures as specified by County; and
  3. Include in the subcontractor's subcontract substantially similar terms as are provided in this Contract.
- I. Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. Said records shall be kept and maintained within the San Bernardino County. County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.
- All records relating to the Contractor's personnel, contractors, subcontractors, service/scope of work and expenses pertaining to this Contract shall be kept in generally acceptable accounting format. Records should include, but are not limited to, monthly summary sheets, sign-in sheets, and other 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 also comply with the appropriate Code of Federal Regulations (CFR) that state the administrative requirements, cost principles and other standards for accountancy. Please refer to [http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl) for further information.
- All records shall be complete and current and comply with all contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.
- J. Contractor shall notify County in writing of any change in mailing address and/or physical location within ten (10) days of the change, and shall immediately notify County of changes in telephone or fax numbers.
- K. Contractor shall notify County of any continuing vacancies and any positions that become vacant during the term of this Contract that will result in reduction of services to be provided under this Contract. Upon notice of vacancies, the Contractor shall apprise County of the steps being taken to provide the services and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to County on each periodically required report for the duration of said vacancies and/or problems.
- L. Contractor shall designate an individual to serve as the primary point of contact for the Contract. Contractor shall notify the County when the primary contact will be unavailable/out of the office for one (1) or more workdays. Contractor or designee must respond to County inquiries within two (2) County business days. Contractor shall not change the primary contact without written notice to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.
- M. Contractor shall repair, or cause to be repaired, at its own cost, all damage to County property, vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or employees or agents of the Contractor. Contractor shall also be responsible for damage caused by his/her staff to personal property of County employees. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.
- If the Contractor fails to make timely repairs, the County may make any necessary repairs. For such repairs, the Contractor shall repay all costs incurred by the County, by cash payment upon demand or County may deduct such costs from any amounts due to the Contractor from the County, as determined at County's sole discretion.
- N. Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant. The Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.



- O. 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 memorialized and includes, but is not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.
- P. Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, regulations have been promulgated governing the privacy of individually identifiable health information. Contractor acknowledges that it is a covered entity and subject to the requirements of HIPAA and HITECH, and their implementing regulations. Contractor agrees to fully comply with the terms of HIPAA and HITECH, and regulations promulgated thereunder, and to ensure any Subcontractors utilized to fulfill Services pursuant to this Contract comply with said provisions. Contractor further agrees to comply with the requirements of all other applicable federal and state laws that pertain to the protection of health information.
- Q. Contractor shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code section 11105.3 prior to providing any services. This includes licensed personnel who are not able to provide documentation of prior DOJ clearance. A copy of a license from the State of California, which requires a DOJ clearance, is sufficient proof. The County must be immediately notified of any records showing a conviction. The County may instruct Contractor to take action to deny/terminate employment or terminate internship and/or volunteer services where the records show the person is unsuitable for employment, internship, or volunteer services.
- R. Contractor shall notify the County of any staff member, paid intern or volunteer who is knowingly or negligently employed who has been convicted of any crime of violence or of any sexual crime. Contractor shall investigate all incidents where an applicant, employee, intern or volunteer has been arrested and/or convicted for any crime listed in Penal Code Section 11105.3 and shall notify the County. In the County's discretion, the County may instruct Contractor to take action to either deny/terminate employment or terminate internship and/or volunteer services where the investigation shows that the underlying conduct renders the person unsuitable for employment, internship, or volunteer services.  
  
Contractor shall immediately notify the County concerning the arrest and/or conviction, for other than minor traffic offenses, of any paid employee, agent, consultant, intern, or volunteer staff, when such information becomes known to Contractor.
- S. In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Contract, Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:
  - 1. Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
  - 2. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
  - 3. Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

- T. Contractor shall make every reasonable effort to prevent employees, consultants or members of its 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. In the event County determines a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by 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, agents, or employees 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 applicants and such persons have successfully competed for employment with other applicants on a merit basis.
- U. Contractor shall adhere to the County's Travel Management Policy (08-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.
- V. Contractor agrees to and shall comply with the following indemnification and insurance requirements:
  - 1. Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
  - 2. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.1185.
  - 3. Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.
  - 4. Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

5. Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.
6. Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A-VII”.
8. Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to Risk Management.
9. Failure to Procure Coverage – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.
10. Insurance Review – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.
11. The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:



- a. Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this Contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- b. Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

1. Premises operations and mobile equipment.
2. Products and completed operations.
3. Broad form property damage (including completed operations).
4. Explosion, collapse and underground hazards.
5. Personal injury.
6. Contractual liability.
7. \$2,000,000 general aggregate limit.

- c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one (1) or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

- e. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits.

or

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits.

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

- f. Environmental Liability Insurance – In addition to the Basic Requirements/Specifications for all contracts, any contract that involves the use handling, transportation, storage, abatement, containment or testing of any substance that is potentially toxic or hazardous to the environment, including but not limited to, those listed as hazardous by the United States Department of Transportation or the CAL OSHA "Director's list of Hazardous Substances" or listed as radioactive by the Nuclear Regulatory Commission, shall have the following additional requirements.
    1. Environmental Liability Insurance with a combined single limit of not less than five million (\$5,000,000) per claim or occurrence and a separate aggregate for the contract project. The required additional insured endorsement shall protect the County without any restrictions.
    2. If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.
  - g. Cyber (internet) and Electronic Data Processing (EDP) Insurance – Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.
- W. Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract and shall procure all licenses and pay all fees and other charges required thereby. Contractor shall maintain all required licenses during the term of this Contract. Failure to comply with the provisions of this section may result in immediate termination of this Contract.
- X. Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where services are provided under the terms of this Contract.
- Y. Contractor agrees to and shall comply with the County's Equal Employment Opportunity Program, Employment Discrimination, and Civil Rights Compliance requirements:
1. Equal Employment Opportunity Program – The Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the San Bernardino County and all rules and regulations adopted pursuant thereto: Executive Orders 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250; Title VII of the Civil Rights Act of 1964; Division 21 of the California Department of Social Services Manual of Policies and Procedures; California Welfare and Institutions Code section 10000), the California Fair Employment and Housing Act; and other applicable federal, state, and

county laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

2. Employment Discrimination – During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment or service recipient because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.
- Z. Contractor understands and agrees that EqualTox, LLC is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Contractor is solely responsible for all of its employees, staff and actions. The County does not assume any responsibility for Contractor employees, staff or actions.
- AA. Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA).
- BB. Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (California Code of Regulations title 20, section 1401 et seq.).
- CC. Contractor agrees to comply with the Clean Air Act (42 U.S.C. Section 7606), section 508 of the Clean Water Act (33 U.S.C. section 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 C.F.R. section 1.1 et seq.).
- DD. 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.  
  
To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractors must also be able to report on environmentally preferable goods used in the provision of Services to the County, utilizing a County approved form.
- EE. Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the County shall be the Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any Contract dispute hereunder, each Party to this Contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.
- FF. Contractor agrees that any news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County shall not be made or used without prior written approval of Human Resources Director or their designee, and shall include County approved branding.
- GG. IRAN CONTRACTING ACT 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses#@ViewBag.JumpTo>) as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran

described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205. Contractor agrees that signing the Contract shall constitute signature of this Certification.

- HH. Contractor shall comply with the Environmental Tobacco Smoke/Pro-Children Act of 1994 (20 U.S.C 6081 et seq.).

### III. COUNTY RESPONSIBILITIES

County shall:

- A. Request testing and reimburse Contractor as indicated in Section IV Fiscal Provisions of this Contract.
- B. Provide a list of departments and locations that need testing.
- C. Provide Point of Contact for each location to schedule testing.
- D. Provide a Point of Contact designated by County Human Resources Director or designee for each location who shall have access to the results portal.
- E. Provide Testing Requirements to Contractor weekly for each location in a format similar to Attachment B.

### IV. FISCAL PROVISIONS

- A. The maximum amount of reimbursement under this Contract shall not exceed a total of \$5,000,000, and shall be subject to availability of funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred, per the pricing indicated below, including travel and per diem, not to exceed a total of \$5,000,000.
  - \$17.50 per SARS-CoV-2 BinaxNow Rapid Antigen Test collection kit and processing (if purchased through Equaltox)
  - \$10 per SARS-CoV-2 BinaxNow Rapid Antigen Test collection kit and processing (if test kit is supplied by the County)
  - \$90.00 per test for positive individuals to be tested with SARS-CoV-2 (COVID-19 NAAT) RNA RT-PCR test (via nasopharyngeal or saliva)
  - Administration fee of \$150 per location per event
- B. Reimbursement shall be based on Attachment A – EqualTox Laboratory San Bernardino County Proposal documents. Invoices shall be submitted no later than 10 (ten) days following the month of service. Invoices and supporting documentation are to be submitted to [DOCFinanceSection@dph.sbcounty.gov](mailto:DOCFinanceSection@dph.sbcounty.gov) and must contain, at a minimum, the following:
  1. Summary invoice with the following information:
    - a. Invoice Date
    - b. Invoice Number
    - c. Test Date Range
    - d. Subtotals of Quantity and Cost by Test Type
    - e. Total Invoice Cost
  2. Supporting documentation, in Excel format, with the following information for each test:
    - a. Test Date (Date the Test was Administered)

- b. Delivery Date (Date the Specimen was Processed)
  - c. Employee ID (Unique County Employee ID)
  - d. Unique Test ID
  - e. Test Type (Antigen/PCR)
  - f. Test Results
  - g. Test Cost
  - h. Test Location
  - i. Testing Site Contact
- C. Invoices shall be issued with corresponding SAP Contract and/or Purchase Order number stated on the invoice, and shall be processed with a net sixty (60) day payment term following approval by County.
- D. Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- E. Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
- F. Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
- G. County is not liable for the payment of any taxes, other than applicable sales or use tax, resulting from this Contract however designated, levied or imposed, unless County would otherwise be liable for the payment of such taxes in the course of its normal business operations.

**V. RIGHT TO MONITOR AND AUDIT**

- A. County shall have the absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract.
- B. County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Full cooperation shall be given by Contractor in any auditing or monitoring conducted. Contractor shall repay to the County within thirty (30) days of receipt of audit findings any reimbursements made by County to Contractor that are determined by subsequent audit to be unallowable pursuant to the terms of this Contract or by law.
- C. Contractor shall cooperate with County in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by this Contract.
- D. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by county, federal and state representatives for a period of three (3) years after final payment under the Contract or until all pending county, state, and federal audits are completed, whichever is later. Records of the Contractor which do not pertain to the services under this Contract may be subject to review or audit unless provided in this or another Contract. Technical program data shall be retained locally and made available



upon the County's reasonable advance written notice or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and may be deducted from the following month's claim for reimbursement.

- E. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.
- F. Upon County request, Contractor shall hire a licensed Certified Public Accountant, approved by the County, who shall prepare and file with County, within sixty (60) days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.
- G. Pursuant to Code of Federal Regulations (CFR) – Title 2 CFR 200.501, Contractors expending \$750,000 or more in federal funds within the Contractor's fiscal year must have a single audit or program-specific audit performed. A copy of the audit performed in accordance with Code of Federal Regulations (CFR) – Title 2 CFR 200.501 shall be submitted to the County within thirty (30) days of completion, but no later than nine (9) months following the end of the Contractor's fiscal year. Please refer to [http://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200\\_1501&rgn=dv8](http://www.ecfr.gov/cgi-bin/text-idx?node=se2.1.200_1501&rgn=dv8) for further information.
- H. The following closely related programs identified by the Catalog of Federal Domestic Assistance (CFDA) number are to be considered as an "Other cluster" for purposes of determining major programs or whether a program specific audit may be elected. The Contractor shall communicate this information to the independent auditor conducting the organization's single audit.

US Department of Health and Human Services:

Number Title

93.323 Epidemiology and Laboratory Capacity for Infectious Diseases

- I. County is required to identify the Contractor Data Universal Numbering System (DUNS) numbers and Federal Award Identification Number (FAIN) in all County contracts that include Federal funds or pass through of Federal funds. This information is required in order for the County to remain in compliance with 2CFR Section 200.331, and remain eligible to receive Federal funding. The Contractor shall provide the Contractor name as registered in DUNS, as well as the DUNS number to be included in this Contract. Related FAIN will be included in this Contract by the County.

Contractor Name as registered in DUNS	EQUALTOX, LLC
DUNS	012265842
FAIN (ELC Detection)	NU50CK000539

## VI. CORRECTION OF PERFORMANCE DEFICIENCIES

- A. In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Contract, Contractor shall notify the County within one (1) working day, in writing and by telephone.
- B. Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
- C. In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract.
  - 1. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at sole discretion of County; and/or
  - 2. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or



3. Withhold funds pending duration of the breach; and/or
  4. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "2" of this paragraph; and/or
  5. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.
- D. Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one (1) or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

## **VII. TERM**

This Contract is effective upon execution of the Contract by both parties through the expiration date of January 31, 2022, but may be terminated earlier in accordance with provisions of Section VIII of the Contract. The Contract term may be extended beyond the expiration date not to exceed a total of one (1) additional year, by mutual agreement of the parties.

## **VIII. EARLY TERMINATION**

- A. The County may terminate the Contract immediately under Section VI. Paragraph A, if funds are not available to the County, and under the provisions of Section VI, Paragraph C, Item 5 of the Contract. In addition, the Contract may be terminated without cause by the County by serving a written notice to the Contractor thirty (30) days in advance of termination. The Assistant Executive Officer of Department Operations is authorized to exercise the County's rights with respect to any termination of this Contract.
- B. Contractor shall only be reimbursed for costs and uncancelable obligations incurred prior to the date of termination. Contractor shall not be reimbursed for costs incurred after the date of termination.
- C. 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.

## **IX. GENERAL PROVISIONS**

- A. When notices are required to be given pursuant to this Contract, the notices shall be in writing and mailed to the following respective addresses listed below.  
  
Contractor:   EQUALTOX, LLC  
                  Attn: Dr. Ali Kohzad  
                  1562 Parkway Loop, Suite B  
                  Tustin, CA 92780  
  
County:       San Bernardino County  
                  Human Services  
                  Attn: Contracts Unit  
                  150 S. Lena Road  
                  San Bernardino, CA 92415-0515
- B. In the event of any inconsistency between the terms of this Contract and any forms, attachments, statements of work (SOW), or specifications which may be incorporated into this Contract, the following order of precedence shall apply:

1. This Contract;
  2. Attachments to this Contract, as indicated herein; and
  3. Price lists, SOWs, and other documents attached hereto or incorporated herein.
- C. 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.
- D. 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 any 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 to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.
- E. Time is of the essence in performance of this Contract and each of its provisions. 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.
- F. County discourages the purchase of equipment with funds received under this Contract. All equipment, materials, supplies or property of any kind (including publications and copyrights, etc.) which have a single unit cost of five hundred dollars (\$500) or more, including tax, purchased with funds received under the terms of this Contract and not fully consumed in one (1) year shall be the property of County and shall be subject to the provisions of this paragraph. The disposition of equipment or property of any kind shall be determined by County upon Contract termination.
- G. The State and County shall have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with Federal financial participation. The Federal Government (Department of Health and Human Services) reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use for Federal Government purposes, such software modification, and documentation. Proprietary software packages that are sold or leased to the general public are not subject to the ownership provisions.
- H. County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under the Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of the Contract shall acknowledge San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under the Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to the Contract must be filed with County prior to

publication. Contractor shall receive written permission from County prior to publication of said training materials.

- I. 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 product, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Section VII, Term. Unless otherwise directed by County, Contractor may retain copies of such items.
- J. No waiver of any of the provisions of the Contract 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 Contract 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.
- K. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, 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 Contract. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- L. If any provision of the Contract 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 Contract shall not be affected.
- M. This Contract 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 San Bernardino County, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.
- N. 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.
- O. 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 and enforceability of the remaining provisions shall remain in full effect.
- P. In the event that a subpoena or other legal process commenced by a third party in any way concerning the 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 proceed herein in connection with defense obligations by Contractor for County.
- Q. This Contract supersedes and replaces all previous contracts, agreements and understandings, oral, written and implied, between the County and Contractor hereto with respect to the subject matter hereof. All such prior contracts, agreements and understandings are hereby terminated and deemed of no further force or effect.
- R. Neither party shall be liable for failure or delay to perform obligations under this Contract, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation, natural disasters or acts of

God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than thirty (30) days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Contract affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.

- S. The County desires that Municipalities, School Districts, and other Tax Districts within the San Bernardino County requiring the same services provided herein may at their option and through the County Purchasing agent, avail themselves of this Contract. Upon notice, in writing, the Contractor agrees to the extension of the terms of a resultant contract with such governmental bodies as though they have been expressly identified in this Contract, with the provisions that:
1. Such governmental body does not have and will not have in force any other contract for like purchases.
  2. Such governmental body does not have under consideration for award any other bids or quotations for like purchases.

Such governmental body shall make purchases directly through and to the Contractor. The County will not be liable for any such purchase made between the Contractor and another governmental body who avails themselves of this Contract.

#### **X. CONCLUSION**


- A. This Contract, consisting of nineteen (19) pages and Attachments A and B, is the full and complete document describing services to be rendered by Contractor to County, including all covenants, conditions, and benefits.
- B. The signatures of the Parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.
- C. This Contract 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 Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (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 Contract upon request.

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

SAN BERNARDINO COUNTY

►  
Leonard X. Hernandez, Chief Executive Officer

Dated: \_\_\_\_\_

EQUALTOX, LLC  
(Print or type name of corporation, company, contractor, etc.)  
By ►   
(Authorized signature - sign in blue ink)

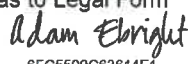
Name Ali Kohzad, PharmD.  
(Print or type name of person signing contract)

Title Chief Operating Officer  
(Print or Type)

Dated: September 17, 2021

Address 1562 Parkway Loop, Suite B  
Tustin, CA 92780

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
DocuSigned by:  
  
Adam Ebright, Deputy County Counsel  
September 17, 2021  
Date \_\_\_\_\_

Reviewed for Contract Compliance  
►  
Becky Giroux, HS Contracts Manager  
Date \_\_\_\_\_

Reviewed/Approved by Department  
►  
Joshua Dugas, Director  
Date \_\_\_\_\_

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

**SAN BERNARDINO COUNTY**

►   
Leonard X. Hernandez, Chief Executive Officer

Dated: 9.17.2021

**EQUALTOX, LLC**

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

By ►  
(Authorized signature - sign in blue ink)

Name Ali Kohzad, PharmD.  
(Print or type name of person signing contract)

Title Chief Operating Officer  
(Print or Type)

Dated: \_\_\_\_\_

Address 1562 Parkway Loop, Suite B  
Tustin, CA 92780

**FOR COUNTY USE ONLY**

Approved as to Legal Form

►  
Adam Ebright, Deputy County Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

►  
Becky Giroux, HS Contracts Manager

Date \_\_\_\_\_

Reviewed/Approved by Department

►   
Joshua Dugas, Director

Date 9-17-2021





## San Bernardino County PROPOSAL

### Approach and Methodology

As one of the top reputable CLIA certified laboratories in the industry, Equaltox can help provide accurate and efficient results. Our team of trained pharmacists and phlebotomists educate clients and collect samples which then are immediately accessioned to be resulted ensuring no chain-of-custody issues. Equaltox laboratory makes it convenient by completing the whole testing process quickly. Because of this proficiency, Equaltox was subsequently hired by many well-known organizations such as: California State University of Fullerton, Bethesda University, the Orange County's Health Care Agency, UFC, Professional Bull Riding, Premiere Boxing Championships, and Golden Boy Productions. Our dedicated team ensures results within twenty-four hours of testing.

### *On-site Testing Process:*

1. San Bernardino County provides:
  - A list of departments and locations which need testing
  - Point of contact for each location to schedule testing
  - Point of contact for each location to have visibility to results
  - Testing requirements for each location
2. Equaltox:
  - Will communicate with each point of contact assigned by the county to setup weekly or biweekly testing schedule
  - Provide sufficient staff (trained pharmacists, phlebotomists, and other laboratory technicians) in proper PPE
  - Every individual selected by the county will be tested with:
    - Rapid Antigen test called BinaxNOW
    - Every **positive** individual will then be given a Real-Time PCR test
  - The results for the Real-Time PCR test will be provided to the county no later than 6am the following day. (12-Hour results)
  - Sanitary testing stations following CDC guidelines
  - Collect demographic information sheets



- Review for consent and compliance in accordance with HIPPA
- Discard testing supplies as stated in Equaltox's Policies and Procedures
- Provide results via online portal, email, or both
- Provide post-result consultation by registered physicians/pharmacist as needed

### **Value Added**

- Sufficient mobile testing teams for large groups
- No daily testing capacity
- Results in 12-24 hours
- Secure online portal to view patient results
- Secured emailed results available
- Large supply of BinaxNow Rapid Antigen Tests (10-minute results) BinaxNow Rapid Antigen test results available via Navica App (iPad needed to upload results)
- Off-site testing locations available for patients in Santa Ana, and Norco
- Education and training available for San Bernardino County medical staff

Equaltox Laboratory is a CLIA licensed laboratory which allows us to provide mobile and off- site testing while using our CLIA license. The laboratory has ample quantities of supplies and does not have a daily limit on the amount of PCR tests able to process. Equaltox can provide mobile off-site testing for San Bernardino County upon request with a 24-hour advance notice. Secure emailed results and online portal are available allowing authorized personnel to access results 24 hours a day, 7 days a week.

### **Price Proposal**

#### **Test Available:**

SARS-CoV-2 BinaxNow Rapid Antigen Test - \$17.50 per test

- Test administered by Equaltox staff
- Results are provided in 5 minutes
- Navica application on apple and android devices for QR code
- If San Bernardino County provides the BinaxNow supplies:
  - Equaltox can administer tests for \$10 per test
  - **Positive** individuals will then be tested with RT-PCR SARS-

CoV-2 (COVID-19 NAAT) RNA RT-PCR test- \$90.00 per test

- Real Time Polymerase Chain Reaction – results in 12-24 hours
- Administration fee \$150 per location

## EqualTox Laboratory San Bernardino County Testing Locations

## ATTACHMENT B

Primary Dept	Setting	Description	Address	City	Drop Off	Specimen Collection	Test Kit Count	EMACS Count	Weekly Testing
PRB	OTHER	SAN BERNARDINO DAY REPORTING CENTER	104 W 4TH ST	SAN BERNARDINO	MON	TUE/THUR	34	87	1
PH	OTHER	IEHP/MPOD	10801 6TH ST, STE 120	RANCHO CUCAMONGA	MON		3	13	1
SHRF	CONGREGATE	COLORADO RIVER STATION	1111 BAILEY AVE	NEEDLES	MON (4 WK)	FEDEX	8	12	1
PH	OTHER	FONTANA MTU	11155 ALMOND AVE, G112	FONTANA	MON	THUR	3	8	1
PH	OTHER	ADELANTO HEALTH CENTER	11336 BARTLETT AVE, STE 11	ADELANTO	MON	THUR	4	4	1
PH	OTHER	REDLANDS UNIVERSITY MPOD	1173 E BROCKTON AVE	REDLANDS	MON		10	13	1
PH	OTHER	YUCAIPA SENIOR CENTER/MPOD	12202 1ST ST	YUCAIPA	MON		12	16	1
PH	OTHER	MIDDLE COLLEGE HIGH SCHOOL/MPOD	1260 W ESPERANZA ST	SAN BERNARDINO	MON		19	32	1
DBH	OTHER	VICTOR VALLEY BEHAVIORAL HEALTH	12625 HESPERIA RD	VICTORVILLE	MON	TUE/THUR	20	56	1
PH	OTHER	ETIWANDA MTU	12860 BANYAN ST	ETIWANDA	MON	THUR	1	4	1
PRB	OTHER	BARSTOW DAY REPORTING CENTER	1300 E MOUNTAIN VIEW ST	BARSTOW	MON	TUE/THUR	20	21	1
DBH	OTHER	COLTON DAY REPORTING CENTER	1330 COOLEY DR	COLTON	MON	TUE/THUR	10	33	1
PH	OTHER	NEEDLES PUBLIC HEALTH CLINIC	1406 BAILEY AVE, STE D	NEEDLES	MON (4 WK)	FEDEX	2	2	1
PH	OTHER	REDLANDS MTU	1451 E PENNSYLVANIA AVE	REDLANDS	MON	THUR	3	7	1
PH	OTHER	HOOK COMMUNITY CENTER/MPOD	14973 JOSHUA ST	VICTORVILLE	MON	TUE/THUR	15	32	1
ARMC	ACUTE	ARROWHEAD FAMILY HEALTH CENTER - MCKEE	1499 E HIGHLAND AVE	HIGHLAND	MON	TUE/THUR	32	47	2
PH	OTHER	ONTARIO HEALTH CENTER	150 E HOLT BLVD	ONTARIO	MON	THUR	0 THIS WEEK	150	1
PRB	OTHER	BONANZA BUILDING	15345 BONANZA RD	VICTORVILLE	MON	TUE/THUR	30	37	1
PRB	OTHER	VICTORVILLE DAY REPORTING CENTER	15480 RAMONA AVE	VICTORVILLE	MON	TUE/THUR	48	77	1
PH	OTHER	JESSIE TURNER HEALTH AND FITNESS COMMUNITY CENTER/MPOD	15556 SUMMIT AVE	FONTANA	MON	TUE/THUR	17	33	1
PH	OTHER	SIEGRIST MTU	15922 WILLOW ST	HESPERIA	MON	THUR	6	16	1
DBH	OTHER	NEEDLES COMMUNITY COUNSELING	1600 BAILEY AVE	NEEDLES	MON (4 WK)	FEDEX	7	10	1
PH	OTHER	HESPERIA HEALTH CENTER	16453 BEAR VALLEY RD	HESPERIA	MON	THUR	33	60	1
PH	OTHER	DPH - HESPERIA/MPOD	16453 BEAR VALLEY RD	HESPERIA	MON			60	1
ARMC	ACUTE	ARROWHEAD FAMILY HEALTH CENTER - FONTANA	16854 IVY AVE	FONTANA	MON	TUE/THUR	16	24	2
DBH	OTHER	VISTA COMMUNITY CLINIC PATHWAYS	17053 E FOOTHILL BLVD, BLDG B	FONTANA	MON	TUE/THUR	6	46	1
PRB	OTHER	FONTANA DAY REPORTING CENTER	17830 ARROW BLVD	FONTANA	MON	TUE/THUR	74	120	1
SHRF	CONGREGATE	GLEN HELEN REHAB	18000 INSTITUTION RD	DEVORE	MON	DAILY	122	174	1
PH	OTHER	AYALA PARK COMMUNITY CENTER/MPOD	18313 VALLEY BLVD	BLOOMINGTON	MON	TUE/THUR	14	24	1
DBH	OTHER	BARSTOW COUNSELING CENTER/DESERT STARS CLUBHOUSE	1841 E MAIN ST	BARSTOW	MON	TUE/THUR	3	23	1
PH	OTHER	ONTARIO CONFERENCE CENTER NORTH/MPOD	1947 CONVENTION CENTER WAY	ONTARIO	MON	TUE/THUR	9	21	1
DBH	OTHER	MILL - TEAM HOUSE	201 W MILL ST	SAN BERNARDINO	MON	TUE/THUR/FEDEX	4	9	1
PRB	CONGREGATE	HIGH DESERT JUVENILE DETENTION	21101 DALE EVANS PKWY	APPLE VALLEY	MON	TUE/THUR/FEDEX	98	114	1
PH	OTHER	CARL JOHNSON CENTER/MPOD	214 N PALM AVE	RIALTO	MON		9	21	1
SHRF	CONGREGATE	BARSTOW STATION	225 E MOUNTAIN VIEW ST	BARSTOW	MON	TUE/THUR	40	42	1
DBH	OTHER	MARIPOSA	2940 INLAND EMPIRE BLVD	ONTARIO	MON	TUE/THUR	22	90	1
PH	OTHER	BARSTOW PUBLIC HEALTH CLINIC	301 E MOUNTAIN VIEW ST	BARSTOW	MON	THUR	2	5	1
ARMC/DBH	ACUTE	ARMC/DBH ACUTE PSYCHIATRIC INPATIENT HOSPITAL PROVIDERS	400 N PEPPER AVE	COLTON	MON	DAILY	2258	3534	2
SHRF	CONGREGATE	BIG BEAR PUBLIC HEALTH CENTER	4777 SUMMIT BLVD	BIG BEAR	FRI	FRI/FEDEX	50	56	1
PH	OTHER	CARMACK MTU	4777 STATE ST	SAN BERNARDINO	MON	THUR	2	8	1
PH	OTHER	MONTCLAIR MTU	4825 MORENO ST	MONTCLAIR	MON	THUR	5	15	1
PH	OTHER	COLTON MTU	485 AGUA MANSA RD	COLTON	MON	THUR	7	9	1
PH	OTHER	MONTCLAIR PLACE/MPOD	5060 E MONTCLAIR PLAZA LN, STE 2138	MONTCLAIR	MON	THUR	16	24	1
PH	OTHER	SAN BERNARDINO HEALTH CENTER	606 E MILL ST	SAN BERNARDINO	MON	THUR	57	97	1
PH	OTHER	JOSHUA TREE COMMUNITY CENTER AT SPORTSMAN'S PARK/MPOD	6171 SUNBURST ST	JOSHUA TREE	MON	TUE/THUR	9	16	1
SHRF	CONGREGATE	CENTRAL DETENTION	630 E RIALTO AVE	SAN BERNARDINO	MON	DAILY	107	157	1
SHRF	CONGREGATE	MORONGO BASIN STATION	63665 TWENTY-NINE PALMS HWY	JOSHUA TREE	MON	TUE/THUR	7	19	1
PH	OTHER	VICTORVILLE SPOC - VICTOR VALLEY COLLEGE	65 MOJAVE HATCHERY RD	VICTORVILLE	MON	TUE/THUR	13	16	1
CF's	OTHER	CHILDREN'S ASSESSMENT CENTER	700 E GILBERT ST	SAN BERNARDINO	MON	TUE/THUR	6	14	1
DBH	OTHER	CASA PASEO STARS BEHAVIORAL HEALTH	720 E GILBERT ST	SAN BERNARDINO	MON	TUE/THUR	3	5	1
DBH	OTHER	JJP-Admin	755 E GILBERT ST	SAN BERNARDINO	MON	TUE/THUR	8	22	1
DBH	OTHER	SB TAY	780 E GILBERT ST	SAN BERNARDINO	MON	TUE/THUR	8	19	1
ARMC	ACUTE	ARROWHEAD FAMILY HEALTH CENTER - REDLANDS	800 E LUGONIA AVE, STE F	REDLANDS	MON	TUE/THUR	0 THIS WEEK	17	2
DBH	OTHER	PHOENIX CLINIC	820 E GILBERT ST	SAN BERNARDINO	MON	TUE/THUR	29	82	1
PH	OTHER	RC SPORTS CENTER/MPOD	8303 ROCHESTER AVE	RANCHO CUCAMONGA	MON	TUE/THUR	19	26	1
ARMC/DBH	ACUTE	ARROWHEAD FAMILY HEALTH CENTER - WESTSIDE/DBH OUTPATIENT	850 E FOOTHILL BLVD	RIALTO	MON	TUE/THUR	230	272	2
PRB	CONGREGATE	CENTRAL JUVENILE DETENTION	900 E GILBERT ST	SAN BERNARDINO	MON	DAILY	422	556	1
PRB	CONGREGATE	YOUTH JUSTICE CENTER (YJC)	900 E GILBERT ST - YJC	SAN BERNARDINO	MON	DAILY	40		
SHRF	CONGREGATE	HIGH DESERT DETENTION	9438 COMMERCE WAY	ADELANTO	MON	TUE/THUR/FEDEX	159	197	1
SHRF	CONGREGATE	WEST VALLEY DETENTION	9500 ETIWANDA AVE	RANCHO CUCAMONGA	MON	DAILY	627	750	1
PH	OTHER	LOCUST - MOBILE	OES WAREHOUSE		MON		21	23	1
PH	OTHER	MOBILE 1	OES WAREHOUSE		MON		13	13	1
PH	OTHER	MOBILE 2	OES WAREHOUSE		MON		12	13	1
PH	OTHER	MOBILE 3	OES WAREHOUSE		MON		9	11	1
PH	OTHER	MOBILE 4	OES WAREHOUSE		MON		13	14	1

4906