



RESOLUTION NO. 16-523

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF A RENEWAL CONTRACT FOR SERVICES WITH THE COUNTY OF PLACER RELATED TO PUBLIC HEALTH LABORATORY SERVICES

WHEREAS, the Public Health Laboratory for Placer County is an official State of California Department of Health Services certified public health laboratory established and operated in accordance with the California Code of Regulations; and

WHEREAS, the parties desire to enter into an Agreement for the performance of public health microbiological testing, rabies testing and other requested laboratory tests as well as consultation services that will serve to help safeguard the health and well being of county residents.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Contract for Services by and between the County and the County of Placer, for the provision of requested laboratory tests for the County's Public Health Department and Sheriff's Animal Control Division, as well as consultation services, in the maximum amount of \$5,000 per fiscal year for Public Health's usage, and \$5,000 per fiscal year for the Sheriff's Animal Control Division for a total aggregate contract maximum of \$30,000 for the contract term of July 1, 2016, through June 30, 2019, be and hereby is approved in substantially the form attached hereto, and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Contract on behalf of the County of Nevada.

Funds to be disbursed for Public Health from account: 1589-40114-492-5104/521520, and for Sheriff's Animal Control Division from account: 0101-20704-156-1000/521520.
PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 8th day of November, 2016, by the following vote of said Board:

Ayes: Supervisors Nathan H. Beason, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Dan Miller, Chair

11/8/2016 cc: PH*
AC*(hold)

11/15/2016 cc: PH*
AC*(release)
PC DHSS

**CONTRACT FOR SERVICES
PLACER COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES**

DESCRIPTION: Public Health Laboratory Services
CONTRACT NO. CN
BEGINS: July 1, 2016
ENDS: June 30, 2019
ADMINISTERING AGENCY: Public Health Laboratory – Public Health Division

This is an Agreement made and entered into on this 1st day of July 2016, between the COUNTY OF PLACER, hereinafter referred to as "PLACER COUNTY," and the COUNTY OF NEVADA, hereinafter referred to as "NEVADA COUNTY," both parties being political subdivisions of the State of California.

Whereas, the Public Health Laboratory for PLACER COUNTY is an official State of California Department of Health Services certified public health laboratory established and operated in accordance with California Code of Regulations, Title 17, Public Health, Division 1, Chapter 2, Laboratories and the State of California Health and Safety Code, Section 101150 et seq., and

Whereas, the Boards of Supervisors of the County of Placer and the County of Nevada have determined that it is to the mutual benefit of the parties hereto that PLACER COUNTY provides certain laboratory services to the Public Health Department and to the Sheriff's Office Animal Control Division of NEVADA COUNTY, and

Whereas, California Health and Safety Code Sections 101155 and 101025 state that such costs are legal expenditures and each county shall provide for the payment of all expenses incurred in enforcing measures to preserve and protect the public health, and

Whereas, it is understood and agreed by and between the parties of this Agreement that they wish to enter into this Agreement in order to provide a full and complete statement of their respective responsibilities in connection with this venture during the term of this Agreement,

Therefore, in consideration of the mutual covenants and agreements of this Agreement, it is understood and agreed by and between the parties as follows:

1. DESCRIPTION OF SERVICES TO BE PROVIDED:

- 1.1 PLACER COUNTY will perform public health microbiological testing, rabies testing, or other requested laboratory tests that PLACER COUNTY is licensed, qualified, and technically able to perform, as requested by NEVADA COUNTY. Laboratory testing procedures considered customary and scientifically acceptable shall be employed. PLACER COUNTY Public Health Laboratory will perform all services, and maintain its compliance with the minimum requirements of a public health laboratory, in accordance with Title 17, Subsection 1078 of the California Code of Regulations during the period of this Agreement.
- 1.2 PLACER COUNTY will provide consultation, reference, and research services upon request by NEVADA COUNTY. These services shall include answering questions on routine laboratory services available at the PLACER COUNTY Public Health Laboratory including tests performed, test selection, specimen requirements, specimen storage conditions and specimen shipping, as well as questions on testing available at the State Public Health Laboratory by special request, their specimen submission requirements, and shipping of specimens to the State laboratory. PLACER COUNTY will also consult with NEVADA COUNTY on testing approaches for disease clusters and unusual situations, on interpretation of laboratory results and reports, and on testing technologies including when new testing modalities become available. Consultation will also be provided on other topics or activities connected to public health laboratory testing, such as rabies antibody titer testing for animal control staff and local veterinarians.

- 1.3 PLACER COUNTY will submit monthly reports to NEVADA COUNTY that include the total number of examinations performed by type of specimen, concurrent with invoices for these services. PLACER COUNTY agrees to provide documentation or reports to NEVADA COUNTY when requested to assure PLACER COUNTY'S compliance with contract terms.
 - 1.4 Services will be performed for NEVADA COUNTY, including services for NEVADA COUNTY Public Health Department, Sheriff's Office Animal Control Division, and for specimens collected and submitted by Sierra Nevada Memorial Hospital and Tahoe Forest Hospital for Nevada County residents and tourists.
2. **AMENDMENTS:** This Agreement constitutes the entire Agreement between the parties. Any amendments or changes to this Agreement shall be agreed to in writing, specifying the change(s) and the effective date(s) and shall be executed by duly authorized representatives of both parties. However, in no event shall such amendments create additional liability to NEVADA COUNTY or provide additional compensation to PLACER COUNTY except as explicitly set forth in this or amended Agreement.
3. **COMPENSATION:**
 - 3.1. Consultation, Reference, and Research Services: Compensation shall be in the form of fixed monthly payments of One Hundred Dollars (\$100) per month. These fixed monthly payments have been developed based on average historical NEVADA COUNTY usage in these services. PLACER COUNTY will review the number and complexity of service requests periodically and either party may request an adjustment of the monthly rate based on a change in historical service levels. Any resulting adjustment will be made through written amendment to this Agreement.
 - 3.2. Microbiological, Rabies testing, and Other Laboratory Tests: Charges for microbiological, Rabies testing and other laboratory tests will be based on a fee per test, as listed in the PLACER COUNTY Public Health Laboratory fee schedule, established by Placer County Code, the most current version of which is attached hereto as Exhibit A. This published fee schedule may be revised periodically as directed by the Placer County Board of Supervisors, and tests shall be billed in accordance with the published fee schedule in effect at the time the tests are performed.
 - 3.3. Automatic Adjustment of Fees: An annual adjustment of the fees contained in the PLACER COUNTY Public Health Laboratory fee schedule is authorized in the Placer County Code Section 2.116.110, which includes the formula for calculating any adjustment. Any adjustment is effective on July 1 of each year. Placer County Code section 2.116.110 is incorporated by this reference.
 - 3.4. Shipping and Handling Fees: NEVADA COUNTY shall be responsible for shipping charges whenever transportation of specimens to PLACER COUNTY is required.
 - 3.5. Third-Party Laboratory Services: All tests submitted to PLACER COUNTY that require referral to a third-party laboratory for analysis will be billed to NEVADA COUNTY at the actual cost billed to PLACER COUNTY by the third-party laboratory that performed the analysis, plus handling fees as listed in the attached Fee Schedule.
 - 3.6. The total dollar amount payable to PLACER COUNTY over the term of this Agreement for NEVADA COUNTY Public Health Division usage shall not exceed Five Thousand Dollars (\$5,000) per fiscal year.
 - 3.7. The total dollar amount payable to PLACER COUNTY over the term of this Agreement for NEVADA COUNTY Animal Control Division usage shall not exceed Five Thousand Dollars (\$5,000) per fiscal year.
 - 3.8. PLACER COUNTY will provide itemized invoices to NEVADA COUNTY on a monthly basis, within 30 days of the close of the month in which services were rendered. NEVADA

COUNTY shall review, approve, and pay all valid invoices within 30 days of receipt. Invoices for payment shall be submitted to the following address, and shall include the contract number indicated on the first page of this Agreement, PLACER COUNTY remittance address, and all additional specific information indicated herein:

Nevada County Health and Human Services Agency
Public Health Department
Attn: Accounts Payable
500 Crown Point Circle, Suite 110
Grass Valley CA 95945

Nevada County Sheriff's Office
Animal Control Division
Attn: Joseph Salivar
950 Maidu Avenue
Nevada City, CA 95959

4. **CONTRACT TERM:** This Agreement shall remain in full force and effect from July 1, 2016 through June 30, 2019. Contract provisions that contain report deadlines or record obligations which occur after contract termination survive as enforceable continuing obligations.

5. **TERMINATION:**

5.1. Either party shall have the right to terminate this Agreement at any time without cause by giving thirty (30) days' notice, in writing, of such termination to the other. If NEVADA COUNTY gives notice of termination for cause, PLACER COUNTY shall immediately cease rendering service upon receipt of such written notice. Such notice shall be personally served or given by United States Mail.

5.2. In the event either party terminates this Agreement, PLACER COUNTY shall be paid for all work performed and all reasonable allowable expenses incurred to date of termination. Should there be a dispute regarding the work performed by PLACER COUNTY under this Agreement, NEVADA COUNTY shall pay PLACER COUNTY the reasonable value of services rendered by PLACER COUNTY to the date of termination pursuant to this Agreement not to exceed the amount documented by PLACER COUNTY and approved by NEVADA COUNTY as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Agreement specified in the Compensation section herein, and further provided, however, NEVADA COUNTY shall not in any manner be liable for lost profits which might have been made by PLACER COUNTY had PLACER COUNTY completed the services required by this Agreement. In this regard, PLACER COUNTY shall furnish to NEVADA COUNTY such financial and other information as in the judgment of NEVADA COUNTY is necessary to determine the reasonable value of the services rendered by PLACER COUNTY. The foregoing is cumulative and does not affect any right or remedy which NEVADA COUNTY may have in law or equity.

6. **RECORDS:**

6.1. This provision is intended to provide the minimum obligations with respect to records. If provisions contained elsewhere in this Agreement, or at law, provide greater obligations with respect to records or information, those obligations control. For purposes of this provision "records" is defined to mean any and all writings, as further defined in California Evidence Code section 250, whether maintained in paper or electronic form, prepared by or received by PLACER COUNTY, in relation to this Agreement.

6.2. PLACER COUNTY will maintain, at all times, complete detailed records with regard to work performed under this Agreement in a form acceptable to NEVADA COUNTY. PLACER COUNTY agrees to provide documentation or reports, compile data, or make its

internal practices and records available to NEVADA COUNTY or personnel of authorized state or federal agencies, for purpose of determining compliance with this Agreement or other applicable legal obligations. NEVADA COUNTY shall have the right to inspect or obtain copies of such records during usual business hours upon reasonable notice.

6.3. Upon completion or termination of this Agreement, NEVADA COUNTY may request PLACER COUNTY deliver originals or copies of all records to NEVADA COUNTY. NEVADA COUNTY shall have full ownership and control of all such records. If NEVADA COUNTY does not request all records from PLACER COUNTY, then PLACER COUNTY shall maintain them for a minimum of four (4) years after completion or termination of the Agreement. If for some reason PLACER COUNTY is unable to continue its maintenance obligations, PLACER COUNTY shall give notice to NEVADA COUNTY in sufficient time for NEVADA COUNTY to take steps to ensure proper continued maintenance of records.

6.4. PLACER COUNTY shall be subject to the examination and audit of the California State Auditor for a period of three years after final payment under contract (Government Code, Section 8546.7). Should NEVADA COUNTY or any outside governmental entity require or request a post-contract audit, record review, report, or similar activity that would require PLACER COUNTY to expend staff time and/or resources to comply, PLACER COUNTY shall be responsible for all such costs incurred as a result of this activity.

7. **INDEPENDENT CONTRACTOR:** In the performance of this Agreement, PLACER COUNTY, its agents and employees are, at all times, acting and performing as independent contractors, and this Agreement creates no relationship of employer and employee as between NEVADA COUNTY and PLACER COUNTY. PLACER COUNTY agrees neither it nor its agents and employees have any rights, entitlement or claim against NEVADA COUNTY for any type of employment benefits or workers' compensation or other programs afforded to NEVADA COUNTY employees.

PLACER COUNTY shall be responsible for all applicable state and federal income, payroll and taxes and agrees to provide any workers' compensation coverage as required by California State laws.

8. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT:** Each County agrees to accept all responsibility for third party claims of loss or damage resulting from their own respective negligence, intentional misconduct, willful misconduct, or violation of statute arising out of or in connection with the performance of this Agreement. To this extent, each County agrees to defend, indemnify, hold harmless, and release each other and each other's employees and officials, from and against any and all actions, claims, damages, attorney's fees, disabilities, expenses or other costs that may be claimed by any third party. This indemnification obligation includes a claim of a joint employer-employee relationship by an employee of the other County. This indemnification obligation includes a third party claim that an employer-employee relationship exists by reason of this Agreement. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for the parties hereto or their agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

9. **INSURANCE:** Each party, at its sole cost and expense, shall carry insurance -or self-insure- its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, property, professional liability, and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination, or lapse of any of the insurance or self-insurance coverages. Failure to maintain insurance as required in this Agreement is a material breach of contract and is grounds for termination of the Agreement.

10. **CONFLICT OF INTEREST:** PLACER COUNTY attests that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises out of this Agreement.

PLACER COUNTY shall establish safeguards to prohibit employees or officers from using their positions for a purpose which could result in private gain, or gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

11. **CONFIDENTIALITY:** PLACER COUNTY agrees to maintain confidentiality of information and records as required by applicable Federal, State and local laws, regulations and rules, and further agrees to hold NEVADA COUNTY harmless from any breach of confidentiality, as set forth in the hold harmless provisions contained herein.

12. **HIPAA COMPLIANCE:**

12.1. PLACER COUNTY agrees, to the extent required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including but not limited to Title 42, United States Code, Section 1320d et seq. and its implementing regulations (including but not limited to Title 45, Code of Federal Regulations (CFR), Parts 142, 160, 162, and 164), to comply with applicable requirements of law and subsequent amendments relating to protected health information, as well as any task or activity PLACER COUNTY performs on behalf of NEVADA COUNTY, to the extent NEVADA COUNTY would be required to comply with such requirements.

12.2. More specifically, PLACER COUNTY will not use or disclose confidential information other than as permitted or required by this Agreement and will notify NEVADA COUNTY of any discovered instances of breaches of confidentiality.

12.3. Without limiting the rights and remedies of NEVADA COUNTY elsewhere as set forth in this Agreement, NEVADA COUNTY may terminate this Agreement without penalty or recourse if determined that PLACER COUNTY violated a material term of the provisions of this section.

12.4. PLACER COUNTY ensures that any subcontractors' agents receiving health information related to this Agreement agree to the same restrictions and conditions that apply to PLACER COUNTY with respect to such information.

13. **PLACER COUNTY REPRESENTATIVE:** The Laboratory Director or his/her designee is the representative of the COUNTY, will administer this Agreement for PLACER COUNTY, and may be contacted as follows:

Musau WaKabongo, Ph.D., HCLD/CC (ABB),
Laboratory Director
Placer County Public Health Division
11475 C Avenue
Auburn, CA 95603
530/889-7210

14. **NOTICES:** All notices required or authorized by this Agreement shall be in writing and shall be deemed to have been served if delivered personally or deposited in the United States Mail, postage prepaid and properly addressed as follows. Changes in contact person or address information shall be made by notice, in writing, to the other party.

If to NEVADA COUNTY: Jill Blake, Director
Nevada County Health and Human Services Agency
Public Health Department
500 Crown Point Circle, Suite 110
Grass Valley CA 95945
(530) 265 - 1732

If to PLACER COUNTY: Jeffrey S. Brown, Director
Placer County Dept. of Health and Human Services
3091 County Center Drive, Suite 290
Auburn, CA 95603

15. **NONDISCRIMINATION:** During the performance of this Agreement, each party shall comply with all applicable Federal, State and local laws, rules, regulations and ordinances, including the provisions of the Americans with Disabilities Act of 1990, and Fair Employment and Housing Act, and will not discriminate against employees, applicants or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.
16. **ASSIGNMENT:** Neither party shall not assign, sublet, delegate or transfer any of its rights, duties or obligations arising hereunder without written consent of the other.
17. **ENTIRETY OF AGREEMENT:** This Agreement contains the entire agreement of NEVADA COUNTY and PLACER COUNTY with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party which is not contained in this Agreement shall be binding or valid.
18. **GOVERNING LAW AND VENUE:** The parties enter into this Agreement in the County of Placer, California and agree to comply with all applicable laws and regulations therein. The laws of the State of California shall govern its interpretation and effect. For litigation purposes, the parties agree that the proper venue for any dispute related to the Agreement shall be the Placer County Superior Court or the United States District Court, Eastern District of California, and NEVADA COUNTY hereby waives the provisions in California Code of Civil Procedure §394.

// Signatures on following page

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

COUNTY OF NEVADA ("NEVADA COUNTY")

COUNTY OF PLACER ("PLACER COUNTY")

Jill Blake
Jill Blake, Director
Public Health

Jeffrey S. Brown
Jeffrey S. Brown, Director,
Department of Health & Human Services

Date: 10/07/14

Date: 10/4/2016

Dan Miller
Honorable Dan Miller, Chair Board of
Supervisors

Robert L. Oldham
Robert L. Oldham, M.D., M.S.H.A.
Health Officer / Public Health Director

Date: 11-8-16

Date: 9/28/16

Attest: Julie Patterson-Hunter
Julie Patterson-Hunter
Clerk of the Board of Supervisors

With concurrence of the CEO:
David Boesch
David Boesch, County Executive Officer

Date: 11/8/2016

Date: 9/30/16

Approved as to Form
Office of Nevada County Counsel

Approved as to Form:
Office of Placer County Counsel

Alison A. Barrett
Date: 11/14/2016

Renee Jacob
Date: 9/30/2016

EXHIBITS:

Exhibit A – Placer County Public Health
Laboratory Fee Schedule

Placer County Public Health Laboratory Fee Schedule

	Charge	CPT Codes
<u>General Bacteriology</u>		
Aerobic/Anaerobic	\$62.00	87040/87070
Enteric Culture (Salmonella and Shigella)	62.00	87045
Enteric Culture (Above w/Campy)	76.00	87045/87046
Enteric Culture (E. coli)	62.00	87046
Enteric Culture (Vibrio)	95.00	87045/87046
Campylobacter Culture	62.00	87040/87070
Yersinia Culture	95.00	87046
Chlamydia Amplified RNA Probe	72.00	87491
Chlamydia Amplified Urine	72.00	87491
Food Analysis (Bacterial)	251.00	N/A
Gonorrhea Amplified RNA Probe	72.00	87591
Gonorrhea Culture	31.00	87081
Gonorrhea Smear	31.00	87177
Gonorrhea Penicillin Resistance (screen+disc)	31.00	87081/87185
Streptococcus Throat Culture	31.00	87081
Bordatella Pertussis/Parapertussis Culture (Whooping Cough)	76.00	87070
Bordatella Pertussis/Parapertussis DFA	37.00	87265
PCR Bacterial Identification	120.00	87797
<u>Water Bacteriology</u>	<u>Charge</u>	<u>CPT Codes</u>
Coliform/E. Coli - Potable	\$25.00	N/A
Coliform/E. Coli - Potable with Enumeration	35.00	N/A
Total Aerobic Plate Count	31.00	N/A
Pseudomonas Count	31.00	N/A
Coliform/E. Coli - Nonpotable	62.00	N/A
Coliform/Fecal Coliform - Potable	62.00	N/A
Coliform/Fecal Coliform - Nonpotable	62.00	N/A
Water Chemistry for Auburn Ravine Project	202.00	N/A
<u>Mycobacteriology - Tuberculosis</u>	<u>Charge</u>	<u>CPT Codes</u>
Primary Culture	\$76.00	87015/87116
Direct Smear	31.00	87206
Culture and Smear	107.00	87116/87206
Definitive Culture ID Genetic Probe	62.00	87149
<u>Mycology</u>	<u>Charge</u>	<u>CPT Codes</u>
Fungal Primary Culture (Direct)	\$25.00	87101/87102

<u>Microscopics</u>	<u>Charge</u>	<u>CPT Codes</u>
Gram Stain (Micro GC)	\$20.00	87205
<u>Parasitology</u>	<u>Charge</u>	<u>CPT Codes</u>
Pinworm Slide (x3)	\$31.00	87172
Ova - Parasite (Conc & Trichrome)	62.00	87177/87209
Series of 3	172.00	87177/87209
Blood Smear for Malaria	48.00	87207
Cryptosporidium Detection	37.00	87207
Trichrome (Parasite Stain)	31.00	87209
Formalin Ether (Concentrate)	31.00	87177
Tick Species Identification	13.00	87168
Tick F.A. - Lyme Disease	25.00	86618
Tick F.A. - Lyme Disease (includes Tick ID)	38.00	86618
<u>Virology</u>	<u>Charge</u>	<u>CPT Codes</u>
Rabies - F.R.A. (animal dissection & antigen detection)	163.00	N/A
Rabies - F.R.A. (bat dissection & antigen detection)	100.00	N/A
Herpes Virus Isolation	82.00	87252
Herpes Virus Typing	37.00	87253
Respiratory Virus Panel (includes influenza) (87254x3,87279x3,87280,87275,87276)	171.00	Various
West Nile Virus Antibody Testing - Humans	44.00	86790
PCR Viral Identification	120.00	87797
<u>Hematology</u>	<u>Charge</u>	<u>CPT Codes</u>
Blood Lead	\$31.00	83655
<u>Urinalysis</u>	<u>Charge</u>	<u>CPT Codes</u>
Urine Culture - Total Count	\$25.00	87086
Urine Microscopic (Sediment)	10.00	81015
Urine Culture and Microscopic	36.00	87086/81015
<u>OTHER</u>	<u>Charge</u>	<u>CPT Codes</u>
Handling Fee	\$22.00	N/A
Shipping, Includes Mailer and Mailing	\$4 per specimen	
Weekend Surcharge: For specimens submitted on Fridays, weekends, or County holidays (e.g. rabies) requiring immediate analysis resulting in staff overtime.	Applicable Fee Schedule Charges X 2	