



# RESOLUTION No. 24-447

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

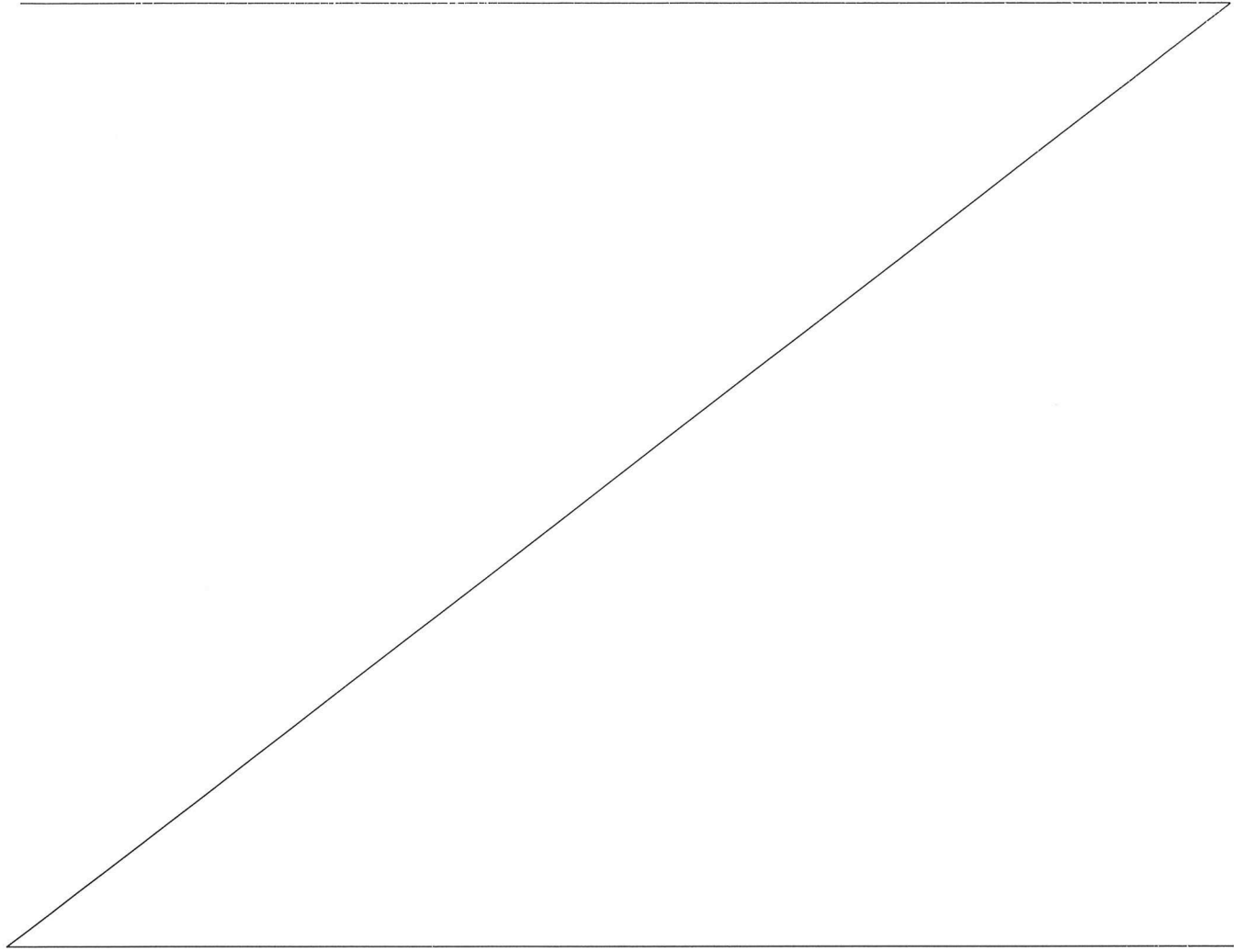
**RESOLUTION APPROVING EXECUTION OF A RENEWAL AGREEMENT WITH THE COUNTY OF SACRAMENTO FOR MICROBIOLOGICAL, RABIES TESTING AND OTHER LABORATORY TESTS AND CONSULTATION SERVICES THROUGH THE SACRAMENTO COUNTY PUBLIC HEALTH LABORATORY FOR THE NEVADA COUNTY PUBLIC HEALTH DEPARTMENT AND THE SHERIFF'S ANIMAL CONTROL DIVISION IN THE MAXIMUM AMOUNT OF \$37,500 FOR THE TERM OF JULY 1, 2024, THROUGH JUNE 30, 2027**

WHEREAS, the Public Health Laboratory for Sacramento 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 Agreement for Services by and between the County of Nevada and the County of Sacramento, 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 \$10,000 per fiscal year for Public Health's usage, and \$2,500 per fiscal year for the Sheriff's Animal Control Division, for a total aggregate contract maximum of \$37,500, for the contract term of July 1, 2024, through June 30, 2027, 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 Agreement 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 20th day of August 2024, by the following vote of said Board:

- Ayes: Supervisors Heidi Hall, Edward C. Scofield, Lisa Swarhout, Susan Hoek, and Hardy Bullock.
- Noes: None.
- Absent: None.
- Abstain: None.
- Recuse: None.

ATTEST:

TINE MATHIASSEN  
Chief Deputy Clerk of the Board of Supervisors

By: 

  
Hardy Bullock, Chair

COUNTY OF SACRAMENTO

REVENUE AGREEMENT NO. 7207500-25/27-309R

CONTRACT ANALYST: Erica Sevigny 875-1983

DHS AGREEMENT SUMMARY

CONTRACTOR's NAME: County of Nevada Public Health Department

Subject of Agreement: Public Health Laboratory Services

Contract Term: July 1, 2024 through June 30, 2027

Maximum Payment to Contractor through this Agreement: \$37,500.00

County Counsel Approval: Corrie L Bute Date 08/19/2024

or

County Counsel Approval Not Required: (Sacramento County Code Section)

Authorized by: 2.61.090 (Sacramento County Resolution Number or County Code Section)

Tax Waiver Granted

Tax Waiver Denied

Standard Agreement
Five or more employees letter on file

Non Standard Agreement Revenue Exhibit D

Risk Management has approved waiver to insurance requirements
Risk Management has approved indemnification modifications

This is a contract that must be reviewed and approved of County Counsel in accordance with Section 2.61.014 of the Sacramento County Code:

- 2.61.014 (a): Contract requires Board approval including but not limited to Section 71-J
2.61.014 (b): Contract approved in concept or otherwise authorized by Board with the exception of those reviewed from the prior fiscal year.
2.61.014 (c): Contract for services not previously provided by or to the department
2.61.014 (d): Contract does not utilize the standard format developed by County Counsel
2.61.014 (e): Contract with another governmental entity
2.61.014 (f): Contract involving an acquisition or grant of an interest in real property
2.61.014 (g): Contract requiring waiver of withholding
2.61.014 (h): Retroactive contracts

FISCAL SUMMARY

Fund Center: 7207580 G/L Account: 96969900 Order #: A75800

CONTRACTOR's Federal Tax Identification Number:

**AGREEMENT FOR SERVICES**  
**Public Health Laboratory Services**

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**THIS AGREEMENT** is made and entered into by and between the County of Nevada, a political subdivision of the State of California (hereinafter referred to as "County") and the County of Sacramento, a political subdivision of the State of California, whose principal place of business is 700 H Street, Sacramento, CA 95814 (hereinafter referred to as "Contractor");

**RECITALS**

**WHEREAS**, County has determined that it is necessary to obtain a Contractor to provide public health laboratory services; and

**WHEREAS**, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

**WHEREAS**, County has determined that the provision of these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors.

**NOW, THEREFORE**, County and Contractor mutually agree as follows:

**ARTICLE I**

**Scope of Services:**

- A. Contractor agrees to furnish the personnel and equipment necessary to:
1. Perform miscellaneous laboratory tests on an "as needed" basis pursuant to County's request for services through fax or written communication in accordance with Exhibit "A," Sacramento County Fee Schedule, attached hereto and incorporated by reference herein;
  2. Upon request by County, perform laboratory tests that are available but not listed on Exhibit "A," Sacramento County Fee Schedule, through fax or written communication. Contractor shall provide the price for the test to County for approval before performing the test;
  3. Ensure compliance with the minimum requirements of a Public Health Laboratory, in accordance with California Code of Regulations, Title 17, Section 1078 during the period of this Agreement; and,

4. Provide consultation, reference, and research services upon telephonic or written request of County, including, but not limited to questions regarding laboratory services available at the Sacramento County Public Health Laboratory including: tests performed, test selection, specimen requirements, specimen storage conditions, and specimen shipping.
- B. County agrees to:
1. Ensure that all specimens to Contractor are appropriate for testing in a Public Health Laboratory. Specimens will normally be logged and shipped by County to Contractor's Public Health Laboratory, 4600 Broadway, Suite 2300, Sacramento, CA 95820, from HHS Laboratory.
  2. Advise Contractor, if due to special circumstances, County has provided written direction to community health partners to ship directly to Contractor. These community health partners include, but are not necessarily limited to:
    - a. Sierra Nevada Memorial Hospital
    - b. Tahoe Forest Hospital District
- C. Point of Contact: Each party agrees to identify an individual to serve as the primary point of contact with regard to services provided under this Agreement and shall provide such information as name, telephone, and e-mail address to the other party in writing. This information shall be updated as appropriate.
- D. In the event of required emergency services outside routine business hours, the Public Health Officers from Nevada County and Sacramento County, or their designees, will agree on the need, how specimens are to be submitted, turnaround time for results, and the cost of the testing. These agreed upon details shall be documented in writing.

## ARTICLE II

**Term:** This Agreement is effective upon final signature by the parties hereto and shall cover the term July 1, 2024 through June 30, 2027.

## ARTICLE III

**Compensation for Services:** For services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following the County's receipt and approval of itemized invoice(s) identifying test by patient, cost per test, plus any shipping and handling fees.

- A. Medi-Cal Claims: Contractor shall submit Medi-Cal claims for laboratory tests conducted for Medi-Cal eligible County patients, provided that all information required for submission of such claims is provided by County at the time the sample is submitted for testing. Contractor shall indicate such Medi-Cal claims as "no charge to County" on monthly itemized invoices(s) submitted to County.
- B. Charges: Charges shall be based on a fee per test, as listed on Exhibit "A" "Sacramento County Fee Schedule." Specimens submitted for other laboratory tests not listed on Exhibit A, but specifically requested in writing by County and performed by Contractor, shall be reimbursed at the actual cost to Contractor.
- C. Shipping and Handling Fees: All shipping and handling fees shall be paid by County, including those pre-authorized in writing by County and incurred by Contractor. Shipping and handling fees shall be identified on itemized invoices(s) submitted to County.
- D. Third-Party Laboratory Services: All tests submitted to Contractor that require referral to a third-party laboratory for analysis shall be pre-authorized in writing by County and billed to

County at the actual cost billed to Contractor by the third-party laboratory that performed the analysis, plus appropriate shipping and handling fees. These charges shall be itemized on monthly itemized invoices(s) submitted to County.

E. Consultation:

1. Routine consultations on test results, test interpretation, assistance with completion of State and Federal forms for diagnostic tests, and coordination of specimen submission to State and Federal public health laboratories are part of normal laboratory business – not an additional charge.
2. The cost of consultations that are not routine shall be \$110/hour and will be pre-authorized in writing by County and billed to County.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Contractor’s charges for the specific services billed on those invoices. Invoices / remittances shall be addressed as indicated in the table below or to such other location as County or Contractor may direct per the Article titled “Notice to Parties.”

Mail invoices to:	Mail remittance to:
<p>Nevada County Health and Human Services Agency                      Communicable Disease Program                      Attn: Accounts Payable                      500 Crown Point Circle, Suite 110                      Grass Valley, CA 95945</p> <p>Nevada County Sheriff’s Office                      Animal Control Division                      Attn: Chief Fiscal Officer                      950 Maidu Avenue                      Nevada City, CA 95959</p>	<p>County of Sacramento                      Public Health Laboratory                      4600 Broadway, Suite 2300                      Sacramento, CA 95820</p>

In the event that Contractor fails to deliver the documents or other deliverables required pursuant to this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in the Article titled “Default, Termination, and Cancellation.”

**ARTICLE IV**

**Maximum Obligation:** The maximum contractual obligation under this Agreement shall not exceed \$37,500, for all of the stated services during the entire term of the Agreement. The total amount payable to Contractor over the term of this Agreement for Nevada County Public Health Department usage shall not exceed Ten Thousand Dollars (\$10,000) per fiscal year. The total amount payable to Contractor over the term of this Agreement for Nevada County Sheriff’s Office Animal Control Division usage shall not exceed Two Thousand Five Hundred Dollars (\$2,500) per fiscal year.

#### **ARTICLE V**

**Taxes:** Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

#### **ARTICLE VI**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

#### **ARTICLE VII**

**Contractor to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof, to the extent allowed by law.

#### **ARTICLE VIII**

**Assignment and Delegation:** Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

#### **ARTICLE IX**

**Independent Contractor/Liability:** Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

#### **ARTICLE X**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, Nevada County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will

adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Nevada County Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

#### **ARTICLE XI**

**Audit by California State Auditor:** Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

#### **ARTICLE XII**

##### **Default, Termination, and Cancellation:**

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure shall be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.



- C. Ceasing Performance: County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: Either party may terminate this Agreement in whole or in part upon seven (7) calendar days written notice without cause. If such prior termination is effected, County will pay for all services rendered prior to the effective dates as set forth in the Notice of Termination, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more for services rendered than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

### ARTICLE XIII

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF NEVADA  
Health and Human Services Agency  
Public Health Department  
500 Crown Point Circle, Suite 110  
Grass Valley, CA 95945  
ATTN: Kathy Cahill

or to such other location as the County directs.

with a carbon copy to

COUNTY OF NEVADA  
Nevada County Sheriff's Office  
Animal Control Division  
950 Maidu Avenue  
Nevada City, CA 95959  
ATTN: Chief Fiscal Officer

Notices to Contractor shall be addressed as follows:

COUNTY OF SACRAMENTO  
Department of Health Services  
7001-A East Parkway, Suite 1000  
Sacramento, CA 95823  
ATTN: Director

or to such other location as the Contractor directs.

#### **ARTICLE XIV**

**Change of Address:** In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

#### **ARTICLE XV**

**HIPAA Compliance:** All data, together with any knowledge otherwise acquired by Contractor during the performance of services provided pursuant to this Agreement, shall be treated by Contractor and Contractor's staff as confidential information. Except as required by law, Contractor shall not disclose or use, directly or indirectly, at any time, any such confidential information. If the Contractor receives any individually identifiable health information ("Protected Health Information" or "PHI"), the Contractor shall maintain the security and confidentiality of such PHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations promulgated thereunder.

#### **ARTICLE XVI**

**Indemnity:** Contractor shall defend, indemnify and hold harmless County, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including payment of reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of Contractor's Board of Supervisors, officers, directors, agents, employees, volunteers or subcontractors.

County shall defend, indemnify and hold harmless Contractor, its Board of Supervisors, officers, directors, agents, volunteers and employees, from and against all demands, claims, actions, liabilities, losses, damages and costs, including payment of reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of County's Board of Supervisors, officers, directors, agents, employees, or volunteers.

It is the intention of County and Contractor that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers, and Boards of Supervisors. It is also the intention of County and Contractor that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, and employees, volunteers, Boards of Supervisors and Contractor's subcontractors.

#### **ARTICLE XVII**

**Insurance or Self-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.

#### **ARTICLE XVIII**

**Interest of Public Official:** No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

#### **ARTICLE XIX**

**Interest of Contractor:** Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

#### **ARTICLE XX**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

#### **ARTICLE XXI**

##### **Nondiscrimination:**

A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, sex, or sexual orientation; Contractor shall, unless

exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

#### **ARTICLE XXII**

**California Residency (Form 590):** If Contractor is a California resident, Contractors must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

#### **ARTICLE XXIII**

**Nonresident Withholding:** If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

#### **ARTICLE XXIV**

**Taxpayer Identification Number (Form W-9):** All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

#### **ARTICLE XXV**

**Licenses:** Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

**ARTICLE XXVI**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Kathy Cahill, MPH, Public Health Director, Health and Human Services Agency, or successor.

**ARTICLE XXVII**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

**ARTICLE XXVIII**

**Partial Invalidity:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

**ARTICLE XXIX**

**Venue:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in Sacramento County, California, and shall be resolved in accordance with the laws of the State of California.

**ARTICLE XXX**

**No Third Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

**ARTICLE XXXI**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

**Requesting Contract Administrator Concurrence:**

Signed by:  
By: Kathy Cahill  
Kathy Cahill, Director  
Health and Human Services Agency  
Public Health Department

Dated: 8/27/2024

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF NEVADA --

Signed by:  
By: Hardy Bullock Dated: 9/12/2024  
Hardy Bullock, Chair  
Board of Supervisors

Signed by:  
Attest: Tine Mathiasen Dated: 9/12/2024  
Jeffrey Thorsby  
Clerk of the Board of Supervisors

Approved as to form:

\_\_\_\_\_  
Nevada County Counsel

- - COUNTY OF SACRAMENTO - -

Signed by:  
By: Olivia Kasinye Dated: 9/12/2024  
Timothy W. Lutz, Director  
Department of Health Services.  
"Contractor"  
Resolution No. S.C.C. 2.61.090

CONTRACT AND CONTRACTOR TAX STATUS  
REVIEWED AND APPROVED BY SACRAMENTO COUNTY COUNSEL

By: Corrie L. Guito Dated: 8/19/2024

**EXHIBIT A  
Sacramento County Fee Schedule**

Services		CPT Codes	Fee
<b>Bacteriology</b>			
<b>Bordetella pertussis/parapertussis Culture</b>			
	Bordetella culture	87070	\$ 11.80
	Bordetella serological identification	87147	\$ 7.10
<b>Chlamydia/Gonorrhea Nucleic Acid Amplification Assay</b>			
	Nucleic Acid Probe for Chlamydia	87491	\$ 48.13
	Nucleic Acid Probe for Gonorrhea	87591	\$ 48.13
<b>Urine Culture</b>			
	Urine Culture	87086	\$ 11.10
	Colony Count (per organism)	87088	\$ 9.00
	Definitive Identification (per organism)	87077	\$ 11.10
<b>Miscellaneous Source Culture (Aerobic/Anaerobic)</b>			
	Aerobic Culture	87070	\$ 11.80
	Culture Quantification (Misc. source)	87071	\$ 12.95
	Definitive Identification (per organism)	87077	\$ 11.10
<i>(For throat cultures, add Streptococcus Group A Screen. For genital cultures, add Gonorrhea Culture Screen)</i>			
	Anaerobic Culture	87076	\$ 11.10
<b>Streptococcus Group A Screen</b>			
	Streptococcus Group A Screen	87081	\$ 9.10
	Streptococcus Antigen Grouping	87147	\$ 7.10
<b>Gonorrhea Culture Screen</b>			
	Gonorrhea Culture Screen	87081	\$ 9.10
	Definitive Identification	87077	\$ 11.10
	Identification by Nucleic Acid Probe	87149	\$ 27.50
<b>Sputum (comprehensive bacterial culture and Gram stain)</b>			
	Gram Stain -Clinical Material	87205	\$ 5.85
	Aerobic Culture	87070	\$ 11.80
	Definitive Identification (per organism)	87077	\$ 11.10
<b>Enteric Screen</b>			
	Salmonella/Shigella Culture	87045	\$ 12.95
	Salmonella serogrouping	87147	\$ 7.10
	Shigella serogrouping	87147	\$ 7.10
	E. coli O157 culture	87046	\$ 12.95
	E. coli O157:H7 serotyping	87147	\$ 7.10
	Shiga Toxin Screen	87427	\$ 12.75
<b>Campylobacter Culture</b>			
	Campylobacter Culture	87046	\$ 12.95
<b>Miscellaneous Enteric Pathogen Screen (Vibrio, Yersinia enterocolitica, etc.)</b>			
	Misc Enteric Pathogen Screen	87046	\$ 12.95

**EXHIBIT A**  
**Sacramento County Fee Schedule**

Services		CPT Codes	Fee
<b>Clearance: Salmonella/Shigella/ E.coli</b>			
	Clearance Culture	87045	\$ 12.95
<b>Tuberculosis</b>			
<b>Acid Fast Culture and Smear (Mycobacteriology)</b>			
	Primary Culture Specimen Processing	87015	\$ 9.16
	Direct Fluorochrome Stain	87206	\$ 7.20
	Acid Fast Broth Culture	87116	\$ 14.82
	Acid Fast Stain (Broth)	87206	\$ 7.20
	Acid Fast Stain (Broth subculture)	87206	\$ 7.20
	Acid Fast Solid Culture	87116	\$ 14.82
	Acid Fast Stain (Solid Culture)	87206	\$ 7.20
	Biochemical Definitive Identification	87118	\$ 15.00
	Identification by Nucleic Acid Probe	87149	\$ 27.50
	Drug Susceptibility Studies	87188x7	\$ 64.00
<b>MTB/RIF Assay GeneXpert</b>			
	MTB/RIF Assay GeneXpert PCR	87556	\$ 101.00
<b>Mycobacteriology Culture for Identification</b>			
	Acid fast Stain: Culture for Identification	87206	\$ 7.20
	Biochemical ID of AFB Isolate	87118	\$ 15.00
	Identification by Nucleic Acid Probe	87149	\$ 27.50
<b>Quantiferon</b>			
	QUANTIFERON-TB Gold Plus	86481	\$ 102.79
<b>Parasitology</b>			
<b>Malaria and other Blood Parasites</b>			
	Parasitology Blood/Tissue Examination	87207	\$ 8.25
<b>Ova and Parasite Screen (stool)</b>			
	Ova and Parasite Concentration	87177	\$ 12.20
	Trichrome	87209	\$ 24.60
<b>Parasitic Arthropod Identification</b>			
	Parasitology Worm & Arthropod	87168	\$ 5.85
<b>Pinworm (paddle collection slide)</b>			
	Parasitology-Pinworm	87172	\$ 5.85
<b>Serology/Virology</b>			
<b>HIV Antibody Screen (serum/plasma)</b>			
	HIV Blood EIA	87389	\$ 33.00
	HIV Viral Load	87536	\$ 85.10
<b>Hepatitis C (HCV) Viral Load</b>			
	HCV Viral Load	87522	\$ 42.84
<b>Rabies</b>			
	Rabies Detection	N/A	\$ 55.00
<b>Respiratory Virus Screen</b>			
	Respiratory Virus DFA	87299	\$ 89.00



**EXHIBIT A**  
**Sacramento County Fee Schedule**

Services		CPT Codes	Fee
<b>RPR (Syphilis screen)</b>			
	RPR Syphilis Screen	86592	\$ 5.85
	RPR Quantitative	86593	\$ 6.00
	Direct Darkfield-Syphilis	87166	\$ 15.50
<b>TP-PA (Confirmation for Reactive RPRs)</b>			
	Syphilis TP-PA	86780	\$ 18.15
<b>Trichomonas Vaginalis</b>			
	Trichomonas By NAAT	87661	\$ 35.09
<b>Varicella-Zoster Virus PCR (fresh exudate)</b>			
	PCR Virus Detection	87798	\$ 125.00
<b>West Nile Virus Antibody Screen</b>			
	West Nile Virus EIA	86789	\$ 19.75
<b>Zika Virus PCR (Includes Dengue and Chikungunya)</b>			
	Zika Virus PCR	87798	\$ 125.00
<b>Norovirus PCR</b>			
	Norovirus GI/GII PCR Screen	87798	\$ 125.00
<b>Influenza Virus PCR w/subtyping</b>			
	Influenza A/B Screen	87502	\$ 117.00
	Influenza subtyping	87503	\$ 28.50
<b>Mycology</b>			
<b>Mycology</b>			
	C. immitis Probe	87149	\$ 27.50
	Mycology Culture	87101	\$ 10.60
<b>Special Requests</b>			
<b>Special Requests</b>			
	Food Testing	Call Lab for Pricing	
	Shipping and Handling	Direct Cost	