

**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as "Mendocino", and the COUNTY OF SOLANO, hereinafter referred to as "Solano".

WITNESSETH

WHEREAS, Mendocino desires to become a member of the joint public health testing laboratory created on July 1, 2000, now known as the Napa-Solano-Yolo-Marin County Public Health Laboratory (NSYMPHL) located in Solano County at 2201 Courage Drive, Fairfield, California; and,

WHEREAS, the Health Officers of Napa County, Solano County, Yolo County and Marin County voted on July 10, 2020, to add Mendocino County to their JOINT EXERCISE OF POWERS AGREEMENT (JEPA) when the current JEPA agreement is renewed in July 2021; and,

WHEREAS, Mendocino desires to contract with Solano for laboratory services through the Napa-Solano-Yolo-Marin Public Health Laboratory through June 2021 in order to develop shared capacities during the COVID-19 pandemic and in order for Mendocino County to be more ready to participate in the regional laboratory JEPA in July 2021; and,

WHEREAS, Solano is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to Mendocino.

NOW, THEREFORE it is agreed that Mendocino does hereby retain Solano to provide the services described in Exhibit "A", and Solano accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs
Appendix A	Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Lower Tier Covered Transactions
Attachment 1	Laboratory Testing Services, 2020

The term of this Agreement shall be from December 15, 2020 (the "Effective Date"), and shall continue through June 30, 2021.

The compensation payable to Solano hereunder shall be on a fee for service basis and shall not exceed sixty thousand dollars (\$60,000) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: *Mary Alice Willeford*
Mary Alice Willeford, HHSA Assistant Director

Date: 11-19-2020

Budgeted: ☒ Yes ☐ No

Budget Unit: 4013

Line Item: 86-3113

Org/Object Code: PNADMIN

Grant: ☐ Yes ☒ No

Grant No.:

CONTRACTOR/COMPANY NAME

By: *Birgitta Corsello* 

SIGNATURE

12/23/2020

01:41 PM EST

Date: _____

NAME AND ADDRESS OF SOLANO:

Napa-Solano-Yolo-Marin County
Public Health Laboratory
2201 Courage Drive, MS 9-200
Fairfield, CA 94533

COUNTY OF MENDOCINO

By: *John Haschak*
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: DEC 09 2020

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: *Sindey Daugherty*
Deputy
DEC 09 2020

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: *Sindey Daugherty*
Deputy
DEC 09 2020

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: *Charlotte Scott*
Deputy

Date: 10/28/2020

INSURANCE REVIEW:

By: *Carmel J. Angelo*
Risk Management

Date: 10/28/2020

EXECUTIVE OFFICE/FISCAL REVIEW:

By: *Darcie Antle*
Deputy CEO

Date: 10/28/2020

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☐ N/A

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: _____

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Solano is an Independent Contractor. Solano is not the agent or employee of the Mendocino in any capacity whatsoever, and Mendocino shall not be liable for any acts or omissions by Solano nor for any obligations or liabilities incurred by Solano.

Solano shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Solano shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold Mendocino harmless from any and all liability which Mendocino may incur because of Solano's failure to pay such amounts.

In carrying out the work contemplated herein, Solano shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of Mendocino.

Solano does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and Mendocino laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of Mendocino is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the Mendocino agency concerned.

Notwithstanding the foregoing, if the Mendocino determines that pursuant to state and federal law Solano is an employee for purposes of income tax withholding, Mendocino may upon two (2) week's written notice to Solano, withhold from payments to Solano hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), Solano shall assume the defense of, indemnify, and hold harmless the Mendocino, its

officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the Solano's performance or its obligations under this AGREEMENT, unless arising out of the sole negligence or willful misconduct of Mendocino. "Solano's performance" includes Solano's action or inaction and the action or inaction of Solano's officers, employees, agents and subcontractors.

3. **INSURANCE AND BOND:** Solano shall at all times during the term of the Agreement with Mendocino maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** Solano shall provide Workers' Compensation insurance, as applicable, at Solano's own cost and expense and further, neither Solano nor its carrier shall be entitled to recover from Mendocino any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

Solano affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and Solano further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. Solano shall furnish to Mendocino certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and Solano shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.

5. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, Solano shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Solano shall indemnify and hold Mendocino harmless from any and all liability, fines, penalties and consequences from any of Solano's failures to comply with such laws, ordinances, codes and regulations.
 - b. **ACCIDENTS:** If a death, serious personal injury or substantial property damage occurs in connection with Solano's performance of this Agreement, Solano shall immediately notify Mendocino County Risk Manager's Office by telephone. Solano shall promptly submit to Mendocino a written report, in such form as may be required by Mendocino of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Solano's

sub-contractor, if any; (3) name and address of Solano's liability insurance carrier; and (4) a detailed description of the accident and whether any of Mendocino's equipment, tools, material, or staff were involved.

- c. Solano further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to Mendocino the opportunity to review and inspect such evidence, including the scene of the accident.
6. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Solano as provided in Exhibit "B" hereto as funding permits.

If Mendocino over pays Solano for any reason, Solano agrees to return the amount of such overpayment to Mendocino, or at Mendocino's option, permit Mendocino to offset the amount of such overpayment against future payments owed to Solano under this Agreement or any other agreement.

In the event Solano claims or receives payment from Mendocino for a service, reimbursement for which is later disallowed by Mendocino, State of California or the United States Government, Solano shall promptly refund the disallowance amount to Mendocino upon request, or at its option Mendocino may offset the amount disallowed from any payment due or that becomes due to Solano under this Agreement or any other agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by Solano to Mendocino in a timely manner and consistent with the terms specified in Exhibit B. In no event shall Mendocino be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.

7. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Solano.
8. **OWNERSHIP OF DOCUMENTS:** Solano hereby assigns Mendocino and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the Mendocino, Solano, the Solano's subcontractors or third parties at the request of the Solano (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Solano shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Solano agrees to take such further steps as may be reasonably requested by Mendocino to implement the aforesaid assignment. If for any reason said assignment is not effective,

Solano hereby grants Mendocino and any assignee of Mendocino an express royalty – free license to retain and use said Documents and Materials. The Mendocino's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Solano's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

The Mendocino's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. **CONFLICT OF INTEREST:** The Solano's covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal Delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. **Certified Mail:** When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To Mendocino: COUNTY OF MENDOCINO
Health and Human Services Agency
Public Health
1120 S. Dora St
Ukiah, CA 95482
Attn: Mary Alice Willeford

To Solano: Napa-Solano-Yolo-Marin County Public Health Lab

2201 Courage Drive, MS 9-200
Fairfield, CA 94533
Attn: Beatrix Kapusinszky, PhD, PHLD (ABB)

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. **USE OF COUNTY PROPERTY:** Solano shall not use Mendocino property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** Solano certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
 - a. Solano shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.
 - b. Solano shall, if requested to so do by Mendocino, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
 - c. If requested to do so by Mendocino, Solano shall provide Mendocino with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.
 - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - e. Solano shall include the provisions set forth in this paragraph in each of its subcontracts.
13. **DRUG-FREE WORKPLACE:** Solano and Mendocino's employees shall comply with the Mendocino's policy of maintaining a drug-free workplace. Neither Solano nor Solano's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines,

at any Mendocino facility or work site. If Solano or any employee of Solano is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a Mendocino facility or work site, Solano, within five days thereafter, shall notify the head of the Mendocino department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

14. **ENERGY CONSERVATION:** Solano agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. **COMPLIANCE WITH LICENSING REQUIREMENTS:** Solano shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, Solano shall display licenses in a location that is reasonably conspicuous. Upon Mendocino's request, Solano shall file copies of same with the County Executive Office.

Solano represents and warrants to Mendocino that Solano and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

16. **AUDITS; ACCESS TO RECORDS:** Solano shall make available to Mendocino, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to Mendocino, and shall furnish to Mendocino, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as Mendocino may require with regard to any such expenditure or disbursement charged by Solano.

Solano shall maintain full and adequate records in accordance with Mendocino requirements to show the actual costs incurred by Solano in the performance of this Agreement. If such books and records are not kept and maintained by Solano within the County of Mendocino, California, Solano shall, upon request of Mendocino, make such books and records available to Mendocino for inspection at a location within Mendocino or Solano shall pay to Mendocino the reasonable, and necessary costs incurred by Mendocino in inspecting Solano's books and records, including, but not limited to, travel, lodging and subsistence costs. Solano shall provide such assistance as may be reasonably required in the course of such inspection. Mendocino further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by Mendocino, and Solano shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after Mendocino makes the final or last payment or within four (4) years after any pending issues between Mendocino and Solano with respect to this Agreement are closed, whichever is later.

17. **DOCUMENTS AND MATERIALS:** Solano shall maintain and make available to Mendocino for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. Solano's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by Mendocino), and Solano shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following Mendocino's last payment to Solano under this Agreement.
18. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. **TERMINATION:** Mendocino has and reserves the right to suspend, terminate or abandon the execution of any work by Solano without cause at any time upon giving to Solano notice. Such notice shall be in writing and may be issued by any Mendocino officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that Mendocino should abandon, terminate or suspend Solano's work, Solano shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Solano for its services as outlined in Exhibit A shall not exceed \$60,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.
20. **NON APPROPRIATION:** If Mendocino should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, Mendocino may unilaterally terminate this Agreement only upon thirty (30) days written notice to S. Upon Solano's termination, Mendocino shall remit payment for all products and services delivered to Mendocino and all expenses incurred by Solano prior to Solano's receipt of the termination notice.
21. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. **VENUE:** All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or

remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

24. **ADVERTISING OR PUBLICITY:** Solano shall not use the name of Mendocino, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of Mendocino in each instance.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between Mendocino and Solano relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.
26. **HEADINGS:** Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. **ASSURANCE OF PERFORMANCE:** If at any time Mendocino has good objective cause to believe Solano may not be adequately performing its obligations under this Agreement or that Solano may fail to complete the Services as required by this Agreement, Mendocino may request from Solano prompt written assurances of performance and a written plan acceptable to Mendocino, to correct the observed deficiencies in Solano's performance. Solano shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of Mendocino's request and shall thereafter diligently commence and fully perform such written plan. Solano acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. **SUBCONTRACTING/ASSIGNMENT:** Solano shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without Mendocino's prior written approval.

- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).
 - c. Solano shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Solano and its subcontractors.
30. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.
31. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
32. **INTELLECTUAL PROPERTY WARRANTY:** Solano warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("Solano PRODUCTS") to be provided by Solano in the performance of this AGREEMENT, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. SOLANO hereby grants to Mendocino, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize SOLANO PRODUCTS to the extent reasonably necessary to use the SOLANO PRODUCTS in the manner contemplated by this agreement.

Solano further warrants and represents that it knows of no allegations, claims, or threatened claims that the Solano PRODUCTS provided to Mendocino under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against Mendocino relating to a Solano PRODUCT, Solano shall indemnify and defend Mendocino pursuant to Paragraph 2 of this AGREEMENT

In the case of any such claim of infringement, Solano shall either, at its option, (1) procure for Mendocino the right to continue using the Solano Products; or (2) replace or modify the Solano Products so that they become non-infringing, but equivalent in functionality and performance.

33. **ELECTRONIC COPIES:** The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.
34. **COOPERATION WITH Mendocino:** Solano shall cooperate with Mendocino and Mendocino staff in the performance of all work hereunder.
35. **PERFORMANCE STANDARD:** Solano shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Solano's profession. Mendocino has relied upon the professional ability and training of Solano as a material inducement to enter into this Agreement. Solano hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of Solano's work by Mendocino shall not operate as a waiver or release. If Mendocino determines that any of Solano 's work is not in accordance with such level of competency and standard of care, Mendocino, in its sole discretion, shall have the right to do any or all of the following: (a) require Solano to meet with Mendocino to review the quality of the work and resolve matters of concern; (b) require Solano to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.
36. **ATTORNEYS' FEES:** In any action to enforce or interpret the terms of this agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

- A. Solano County Health & Social Services Department, under the supervision of its Public Health Laboratory Director, is willing to provide laboratory services to Mendocino County as a fee for service partner through June 2021 with the goal of becoming a regional county partner under the Joint Exercise of Powers Agreement by July 2021.
- B. Solano County Health & Social Services Department, under the supervision of its Public Health Laboratory Director will:
1. Maintain adequate equipment and facilities and sufficient personnel to carry on dependable public health laboratory work.
 2. Employ procedures and reporting practices consistent with all applicable laws.
 3. Establish and maintain for a minimum of two years adequate record systems and files of laboratory work done.
 4. Conduct, maintain, and operate programs for controlling the quality of test performance.
 5. Demonstrate satisfactory performance in a proficiency testing program.
- C. Specimen Testing Services
Solano County Health & Social Services Department, under the supervision of its Public Health Laboratory Director provides the following specimen testing and technical assistance services to its regional partners:
- Bacteriology
Molecular Diagnostics
Mycology
Parasitology
Serology
Water Microbiology
Water Chemistry
Mycobacteriology
Tick-borne Diseases
Rabies
- A full menu of available tests, sample requirements and turnaround time is listed on its web site (www.solanocounty.com/depts/ph/bureaus/laboratory/default.asp).
- D. New Testing Services – Mendocino's requests for new tests not currently on the list of available tests may be developed in consultation with the Solano Public Health Laboratory Director and Health Officers or Deputy Health Officers from each county. The Solano Public Health Laboratory Director will assess feasibility and develop a cost analysis and time frame for implementation.

- E. Public Health Threats or Emergencies – In cases where a county's Health Officer or designee has determined that a test or tests are required in order to respond to a public health emergency or threat, Solano will make every effort to process the specimen within the requested turnaround time. In cases where there are multiple, competing priorities, the Solano Public Health Laboratory Director will consult with the Health Officer or designee of the affected counties.
- F. Special Handling – Solano will perform "STAT" testing at the request of either the Solano or Mendocino Health Officer or designee.
- G. Transportation – Mendocino will ship specimens per the direction of the Solano Public Health Laboratory Director directly to the laboratory in Fairfield, California, or will make arrangements with Solano and Marin County to delivery specimens to Marin County's laboratory collection site.
- H. Solano is responsible for transporting or arranging for the transportation of specimens to Solano, from Marin Health and Wellness Campus, 3240 Kerner Boulevard, San Rafael, CA 94901. The specific requirements for each test can be found on the Solano web site (www.solanocounty.com/depts/ph/bureaus/laboratory/default.asp). Solano is not responsible for specimens which are improperly packaged or handled prior to courier's pick up.
- I. Compliance with Public Health Emergency Preparedness – Solano will comply with all requirements of the Public Health Emergency Preparedness (hereinafter "PHEP") grant program.
- J. Perform Sample Management – Solano will implement Laboratory Response Network (hereinafter "LRN") established protocols and procedures where available and applicable [and other mandatory protocols, such as those for the International Air Transport Association (hereinafter "IATA") and the U.S. Department of Transportation (hereinafter "DOT")] for sample collection, handling, packaging, processing, transport, receipt, storage, retrieval, and disposal.
- K. Maintain Certification of Laboratory Personnel in a Shipping and Packaging Program – Solano staff responsible for sample management must maintain certification for laboratory personnel in a shipping and packaging program that meets national and State requirements (e.g., Sample Collection, Packing and Shipping; ShipPack).
- L. Conduct Testing and Analysis for Routine and Surge Capacity – Solano agrees to comply with all requirements of the PHEP to coordinate with the applicable lead agency for testing of chemical, radiological, nuclear, and explosive samples utilizing CDC-established protocols and procedures (e.g., LRN), where available and applicable, to provide detection, characterization, and confirmatory testing to identify public health incidents. This testing may include clinical, food, and environmental samples.

- M. Laboratory Surge Capacity –written plans should include the following considerations for surge capacity:
1. Options to optimize procedures based on regular and surge personnel, equipment, and facility resources for short-term (e.g., days) and long-term (e.g., weeks to months) response efforts. Options should also be based on best practices and models available on the LRN web site or other sources.
 2. Triage policies that address how Solano will manage surge testing that may include:
 - a. Referral of samples to other jurisdictional laboratories
 - b. Prioritization of testing based upon sample type
 - c. Prioritization of testing based upon risk or threat assessment
 - d. Contingencies to assure newborn screening in a surge situation. Newborn screening can be assured by memoranda of agreement or contracts with commercial vendors ensuring that Solano PH Lab testing and reporting can be performed for extended shifts based on need for Level 1 and Level 2 LRN-C laboratories.
 3. Ensuring that Solano testing, quality assurance and control review, and reporting can be performed for extended shifts based on need for LRN-R laboratories, if program funds become available.
- N. Competency for LRN-B Testing Methods – As an active member of the LRN, Solano is designated as a level-B reference laboratory. Solano maintains competency for LRN-B testing methods by having the ability to test for select agent/sample types/tests listed in the high-risk, environmental-sample testing algorithm posted on the secure LRN web site.
- O. LRN Proficiency Tests – All LRN laboratories must maintain the competency to pass routine LRN proficiency tests and onsite inspections. In addition to proficiency subscriptions, Solano is required to participate in CDC, LRN, and FBI drills and proficiency testing. These drills and tests measure a laboratory's testing personnel, procedures, and laboratory instrumentation. Results are analyzed for accuracy, timeliness, and overall performance.
- P. Support Public Health Investigations – Solano shall provide analytical and investigative support to epidemiologists, healthcare providers, law enforcement, environmental health, food safety, and poison control efforts to help determine cause and origin of as well as definitively characterize a public health incident.
- Q. Every two years, Solano is inspected in accord with CLIA. This inspection covers all of Solano Lab's main testing, which includes protocols, personnel, equipment, and instruments as well as timely reporting. The inspection report and any corrective actions are documented and are on-site for viewing.

- R. Solano subscribes to the College of American Pathologists (CAP), the American Association of Bio-analysts (AAB), the Wisconsin State Laboratory of Health (WSLH), and ERA waters for mandatory and voluntary proficiency testing. All proficiency scores are reported to the appropriate regulatory agency.
- S. Billing Clients and Third-Party Payors – This agreement is strictly between the County of Solano and the County of Mendocino. Solano shall bill Mendocino for services in accordance with Exhibit B (Budget). And Solano will not bill Mendocino any additional amounts for laboratory testing requests made by Mendocino that are not set for in Exhibit A (Scope of Work).

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

- A. Mendocino County will reimburse Solano County on a fee per service basis for services as outlined in Exhibit A (Definition of Services). Current fees are outlined in Attachment 1 (Laboratory Testing Services, 2020). Fees are subject to change and may be updated through an amendment to this contract.

- B. Invoices will be sent on a quarterly basis and are payable upon receipt. Solano will submit invoices to:

 HHSA Public Health
 1120 S. Dora Street
 Ukiah, CA 95482
 Attn: Mary Alice Willeford

- C. Payments under this Agreement shall not exceed \$60,000.

[END OF PAYMENT TERMS]

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve Solano for liability in excess of such coverage, nor shall it preclude Mendocino from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, Solano's indemnity obligations under Paragraph 2 of this Agreement.

Solano shall obtain and maintain insurance coverage as follows:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

Solano shall furnish to Mendocino certificates of insurance evidencing the minimum levels described above.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D
SOLANO ASSURANCE OF COMPLIANCE WITH
THE MENDOCINO COUNTY
HEALTH & HUMAN SERVICES AGENCY
NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS

Napa-Solano-Yolo-Marin County Public Health Laboratory

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, sexual orientation, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and Solano HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, Solano agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on Solano directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

12/28/2020
01:41 PM EST

Birgitta Corsello



Date
2201 Courage Drive, MS 9-200, Fairfield, CA 94533
Address of Solano

Solano's Signature

Appendix A
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 **Federal Register** (pages 19160-19211).

- (1) The primary principal certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment tendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification, and
 - (d) Have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the primary principal is unable to certify to any of the statements in this certification, such principal shall attach an explanation.

Birgitta E. Corsello (Type Name) County Administrator (Title)  (Signature)	Napa-Solano-Yolo-Marin County Public Health Laboratory (Organization Name) 2201 Courage Drive, MS 9-200 Fairfield, CA 94533 (Organization Address) 12/23/2020 01:41 PM EST (Date)
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ATTACHMENT 1

**NAPA-SOLANO-YOLO-MARIN
COUNTY PUBLIC HEALTH
LABORATORY**

2201 COURAGE DRIVE, MS 9-200
FAIRFIELD, CA 94533
(707) 784-4410 FAX (707) 423-1979
Beatrix Kapusinszky, PhD, PHLD(ABB), Lab Director



Solano County Health and Social Services Department

CLIA NO.05D0601176

ELAP NO.2396

Gerald R. Huber, Director

MEDI CAL #LAB 58707F MEDICARE #ZZZ17308Z

LABORATORY TESTING SERVICES, 2020

Category	Service	CPT Code	Fee
BACTERIOLOGY AND DIRECT TESTS	Stool culture, per organism (<i>Salmonella</i> or <i>Shigella</i>)	87045	\$23.00
		87046	\$23.00
	Stool culture, per organism (Not <i>Salmonella</i> , <i>Shigella</i>)	87046	\$23.00
	Stool culture, complete workup (<i>Salmonella</i> , <i>Shigella</i> , STEC, <i>Campylobacter</i> , and <i>Vibrio</i>)	87045/46	\$57.00
	Title 17 isolate workup	87077	No charge
	GI Bacterial PCR Panel: Basic (<i>Salmonella</i> , <i>Shigella</i> , STEC, and <i>Campylobacter</i>)	87505	\$110.00
	GI Bacterial PCR Panel: Extended (Basic panel + <i>Vibrio</i> species, <i>Yersinia enterocolitica</i> , ETEC, and <i>Plesiomonas shigelloides</i>)	87506	\$150.00
	STEC PCR ¹	87798	\$50.00
	Shiga toxin detection by immunoassay ¹	87899	\$42.00
	Isolate ID/rule-out, biochemical tests per organism ¹	87076/77	\$21.00
	CRE (carbapenem resistant Enterobacteriaceae) confirmation	87081	\$62.00
	Rapid Strep A test	87880	\$16.00
	Throat culture for streptococci (set-up)	87081	\$23.00
	Miscellaneous/wound culture (set-up)	87070	\$23.00
	Urine culture with colony count (set-up)	87086	\$20.00
	Streptococcus serogrouping ¹	87147	\$21.00
	Antibiotic sensitivity for bacteriology cultures, per organism ¹	87186	\$40.00
	Urinalysis	81003	\$20.00
	Urine microscopy	81015	\$20.00
	Urine pregnancy test	81025	\$16.00
	Gram stain ¹	87205	\$10.00
	Wet mount	87210	\$10.00
	Fecal occult blood test	82270	\$10.00
	Pertussis culture screening (set-up)	87081	\$23.00
MYCOBACTERIOLOGY	Acid fast smear: non-tissue (stain and concentration)	87015/206	\$32.00
	Acid fast smear: tissue (stain and homogenization)	87176/206	\$26.00
	Acid fast culture	87116	\$26.00
	Acid fast stain or partial acid fast stain of culture ¹	87206	\$16.00
	Acid fast blood culture ²	87116	~\$90
	Nocardia (partially acid fast) culture	87070	\$23.00
	MTB/RIF GeneXpert (MTB identification by PCR) ¹	87556	\$104.00
	Mycobacteriology identification by HPLC, per organism ¹	87143	\$23.00
	Mycobacteriology identification by HPLC, per organism ¹	87556	No charge
	QuantiFERON TB Gold Plus (TB serology)	86480	\$40.00

	T-SPOT.TB (TB serology)	86481	\$72.00
	Antibiotic sensitivity ²	87186/87188/ 87798	~\$320–540
MYCOLOGY	Fungal culture – skin, hair, or nails	87101	\$25.00
	Fungal culture – other	87102	\$25.00
	Tissue homogenization, mycology ¹	87176	\$10.00
	Fungal identification, per organism ¹	87106/7	\$25.00
	KOH preparation (tissue examination or wet mount)	87220/10	\$10.00
MOLECULAR TESTING	STD PCR panel: Chlamydia + Gonorrhea + Trichomonas	87491/591/661	\$100.00
	Enterovirus PCR	87798	\$50.00
	Influenza PCR	87501	\$50.00
	Measles PCR	87798	\$50.00
	Mumps PCR	87798	\$50.00
	Norovirus PCR	87798	\$50.00
	Pertussis PCR	87798	\$50.00
SEROLOGY	HIV screening – serum	86703	\$34.00
	HIV antibody confirmation – serum	86689	\$48.00
	RPR or VDRL syphilis screening	86592	\$10.00
	RPR or VDRL syphilis titer/prozone	86593	\$10.00
	TP-PA syphilis confirmation	86780	\$19.00
	Hepatitis A IgM antibody testing ²	86709	~\$35
	Hepatitis B surface antigen screening ²	87340	~\$35
	Hepatitis C antibody screening ²	86803	~\$30
	Rabies antibody titer ²	86382	~\$75
	Other serology ²	please call	please call
PARASITOLOGY	Stool: Ova (concentration method)	87177	\$22.00
	Stool: Parasites (trichrome method)	87209	\$32.00
	Stool: Cryptosporidium + Giardia	87206	\$40.00
	Ectoparasite identification (Scabies)	87168	\$21.00
	Parasite identification – worm	87169	\$10.00
	Pinworm test – up to 3 paddles	87172	\$23.00
	Blood parasite stain, Giemsa	87207	No charge
	Malaria PCR	87798	\$50.00
OTHER	Blood lead level (pediatric only)	83665	\$5.00
	Zika IgM serology (ELISA ± Rapid Test)	86794	\$50.00
	Zika Singleplex PCR	87798	\$50.00
	Rabies detection: Immunofluorescence (brain extracted)	N/A	\$47.00
	Rabies detection: Immunofluorescence (brain not extracted)	N/A	\$60.00
	Tick/arthropod identification only	87168	\$34.00
	Tick identification & Borrelia test	87168	\$34.00
	Reference laboratory sendout ²	N/A	please call
	Autoclave service	N/A	\$10.00
	Duospor test	N/A	\$21.00

¹These services are added to culturing as appropriate. ²Sent to a reference laboratory.

Effective date: February 25, 2020. Note: This fee schedule is subject to change at any time, and may be updated to include an annual cost-of-living increase.