

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
County of Santa Clara _____,
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide:

confirmatory testing on specimens being tested for HIV, Syphilis, Blood Lead and other diseases or conditions as requested by the Health Department Laboratory Director or Health Officer.

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$30,000.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2019 to June 30, 2025, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: Santa Clara County Public Health Laboratory Fee Schedule, effective July 1 2003
Addendum No. 1 to Standard Agreement

5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

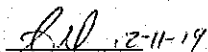
- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

See Addendum
No. 1

- 7.01 ~~During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.~~


County's Initials


Contractor's
Initials

Revised 8/7/19

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- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

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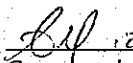
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County's Initials


Contractor's
Initials

Revised 8/7/19

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

See Addendum
No. 1

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County's Initials

Sal 12-11-19
Contractor's
Initials

~~CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.~~

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Requestor must check the appropriate Automobile Insurance Threshold:

Requestor must check the appropriate box.

Agreement Under \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

Agreement Over \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or

errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 **RECORDS AND CONFIDENTIALITY:**

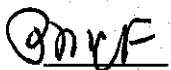
10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

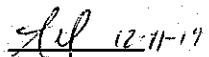
10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

See Addendum No.1



County's Initials

10.5 ~~**Royalties and Inventions:** County shall have a royalty free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.~~


Contractor's Initials

Revised 8/8/19 MRD

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Edward L. Moreno, MD, MPH, Health Officer, and Director of Public Health Bureau	Brandon Bonin
Name and Title	Name and Title
1270 Natividad Road Salinas, CA 93906	2220 Moorpark Avenue, 2nd Floor San Jose, CA 95128
Address	Address
(831) 755-4585	(408) 885-4272
Phone:	Phone:

15.0 MISCELLANEOUS PROVISIONS.

- 15.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

- 15.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 **Compliance with Applicable Law:** The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 15.12 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: Clair Ponce
Dep. County Counsel

Date: 2/10/2020

Approved as to Fiscal Provisions²

By: [Signature]
Auditor/Controller

Date: 2/26/2020

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

County of Santa Clara

Contractor's Business Name*

By: Theresa Therilus
(Signature of Chair, President, or Vice-President) *

Theresa Therilus, Interim D.O.P.
Name and Title

Date: 01-14-2020

By: John Cookinham 1/7/2020
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasure) *

JOHN COOKINHAM, CFO
Name and Title

Date: _____

Approved as to Form:

By: Arnulfo Medina
Arnulfo Medina, Deputy County Counsel

Date: 1-8-20

County Board of Supervisors' Agreement Number: _____, approved on (date): _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

ADDENDUM NO. 1

**TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY
AND COUNTY OF SANTA CLARA**

This Addendum No. 1 ("Addendum #1") amends, modifies, and supplements the County of Monterey Agreement by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California (hereinafter "County") and **COUNTY OF SANTA CLARA** (hereinafter "CONTRACTOR"). This Addendum No. 1 has the full force and effect as if set forth within the Agreement, and is incorporated by reference and made a part of the Agreement. Notwithstanding the provision of Section 15.17 of the Agreement, to the extent that any of the terms or conditions contained in this Addendum No. 1 may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum No. 1 shall take precedence and supersede the Agreement.

NOW, THEREFORE, County and CONTRACTOR agree that the Agreement terms and conditions shall be amended, modified, and supplemented as follows:

1. Section 7.01 of the Agreement shall be deleted and restated in its entirety to read as follows:

7.0 TERMINATION:

7.01 During the term of this Agreement, the County or Contractor may terminate the Agreement for any reason by giving written notice of termination to the other party at least thirty (30) days prior to the effective date of the termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of the termination.

2. Section 8.0 of the Agreement shall be deleted and restated in its entirety to read as follows:

8.0 INDEMNIFICATION:

8.01 "In lieu of and notwithstanding the pro rata risk allocation, which might otherwise be imposed between the Parties pursuant to Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by Party shall not be shared pro rata but, instead, COUNTY and COUNTY OF SANTA CLARA agree that, pursuant to Government Code Section 895.4, each of the Parties hereto shall fully indemnify and hold each of the other Parties, their officers, board members, employees, and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined in Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this AGREEMENT.

No party, nor any officer, board member or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other Parties hereto, their officers, board members, employees, or agents, under or in connection with or arising out of any work authority or jurisdiction delegated to such other Parties under this AGREEMENT.”


3. Section 10.05 of the Agreement Royalties and Inventions shall be deleted

4. ADDITIONAL SIGNATURES:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by the authority as follows:

CONTRACTOR - County of Santa Clara

Approved:

By: 
Theresa Therilus, Interim Director of Procurement

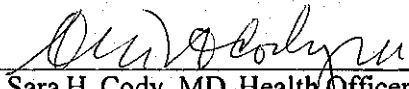
Date: 1/14/2020

Approved As To Form and Legality:

By: 
Arnulfo Medina, Deputy County Counsel


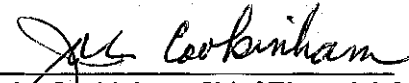
Date: 12-11-19

Approved:

64 By: 
Sara H. Cody, MD, Health Officer and
Public Health Director

Date: 12/27/19

Approved:

 By: 
John Cookinham, Chief Financial Officer
Santa Clara County Health and Human Services

Date: 1/7/2020

EXHIBIT A
To the Standard Agreement Between The
County of Monterey And County of Santa Clara

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

The CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

- Contractor will perform confirmatory testing on specimens being tested for HIV, Syphilis, Blood Lead and other diseases or conditions as requested by the Health Department Laboratory Director of Health Officer.

B. PAYMENT PROVISIONS

COMPENSATION/ PAYMENT

For the term of this Agreement, July 1, 2019 through September 1, 2025, the Counties shall perform all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR'S compensation for services rendered shall be based on Exhibit B, Santa Clara Public Health Laboratory Fee Schedule, effective July 1, 2003.

C. INVOICING AND PAYMENTS

1. For services satisfactorily rendered, and upon receipt and approval of the invoices, the County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
2. Invoices shall be submitted in duplicate to:
Monterey County Health Department
Public Health Laboratory
1270 Natividad Road
Salinas, CA 93906
3. Invoices shall:
 - i. Be prepared on Contractor letterhead. An authorized official, employee, or agent certifying that the expenditures claimed represent services performed under this contract must sign invoices.
 - ii. Bear the Contractor's name as shown on the agreement.
 - iii. Identify the billing and/or performance period covered by the invoice.
 - iv. Itemize costs for the billing period in the same detail as indicated in the scope of services in the agreement. Reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by the County of Monterey.

Exhibit B

*Dedicated to the Health
of the Whole Community*



*Public Health Administration
976 Lenzen Avenue, Suite 1800
San Jose, CA 95126
Tel (408) 795.5040
Fax (408) 795.5041*

**PUBLIC HEALTH LABORATORY
Approved Fee Schedule
(Effective July 1, 2003)**

*Fees subject to change with 60 day notice.

Item/Service	Fee
BACTERIOLOGY	
Enteric: Primary Culture	\$15
Salmonella: Primary Culture	\$15
Salmonella: Enteric Culture for ID (Title 17)	No Charge
Shigella: Primary Culture	\$15
Shigella: Enteric Culture for ID (Title 17)	No Charge
Campylobacter: Primary Culture	\$15
Vibrio: Primary Culture	\$15
Yersina: Primary Culture	\$15
E. coli 0157: Primary Culture	\$15
E. coli 0157: Enteric Culture for ID (title 17)	No Charge
E. coli 0157: Serotyping	No Charge
Bacteriology: Primary Aerobic Culture	\$65
Bacteriology: Culture for ID	\$43
Bacteriology: Primary Anaerobic Culture	\$65
Bacteriology: Anaerobic Culture for ID	\$43
Streptococci: Primary Culture	\$15
Streptococci: Serogrouping	\$10
Bacteriology: Antibiotic Sensitivity	\$10
Microscopic Exam: Gram Stain	\$10
Bordetella: DFA	\$25
Bordetella: Primary Culture	\$15
Bacteriology: Unsatisfactory Specimen	\$5
Neisseria: Culture	\$15
Neisseria: Culture Agglutination	\$10
ENVIRONMENTAL	
Food: Primary Culture	
Food: Plate Count	\$300
Food: Biochemicals	
Water: Colilert	\$20
Water: MPN/Total Coliforms	\$45
Water: MPN/E. coli	\$10

Exhibit B**PUBLIC HEALTH LABORATORY****Approved Fee Schedule**

(Effective July 1, 2003)

*Fees subject to change with 60 day notice.

Item/Service	Fee
Water: Plate Count	\$5
Water: Legionella isolation	\$50
Water: Unsatisfactory Specimen	\$5
SEROLOGY	
Syphilis: DFA (T. Pallidum)	\$45
Syphilis: RPR (qualitative)	\$15
Syphilis: RPR (quantitative)	\$15
Syphilis: TPPA	\$15
Syphilis: VDRL-CSF (qualitative)	\$15
Syphilis: VDRL-CSF (quantitative)	\$15
Syphilis: Unsatisfactory	\$5
PARASITOLOGY	
Parasite: Trichrome Stain	\$20
Parasite: Formalin Ethyl Stain	\$20
Parasite: Malaria (Title 17)	No Charge
Parasite: Blood Smear Stain	\$40
Parasite: Tissue Smear Stain	\$40
Parasite: Modified Acid Fast Stain	\$10
Parasite: Pinworm Slide	\$10
Helminth ID	\$20
Giardia/Crypto IFA	\$25
Parasitology: Unsatisfactory Specimen	\$5
MYCOLOGY	
Mycology: Direct Microscopic Exam	\$15
Mycology: Specimen Culture	\$25
Mycology: Final Culture Report	\$43
Mycology: Genetic Probe	\$30
Mycology: Unsatisfactory Specimen	\$5
VIROLOGY	
HIV-1 Serum:EIA	\$15
HIV-1 Oral Fluid:EIA	\$15
HIV-1 Serum:Western Blot	\$45
HIV-1 Oral Fluid:Western Blot	\$45
HIV-1: IFA	\$66
HIV-1 Viral Load: bDNA (ultrasensitive)	\$103
HIV: Unsatisfactory Specimen	\$5
HIV Viral Load: Unsatisfactory Specimen	\$5
Influenza A/B Direct Smear	\$20 per virus
HBSAb	\$40
HBSAg: Screen	\$47
HBSAg: Confirmation	\$43
HBc Antibody	\$25

Exhibit B

PUBLIC HEALTH LABORATORY
Approved Fee Schedule
 (Effective July 1, 2003)

*Fees subject to change with 60 day notice.

Item/Service	Fee
HCV: Qualitative	\$35
HCV: Ab Confirmation	\$35
Hepatitis: Unsatisfactory Specimen	\$5
Herpes Virus: Specimen Culture	\$40
Herpes Virus: FA Confirmation	\$25
Herpes: Direct Smear	\$30
Herpes Virus: Unsatisfactory Specimen	\$5
MOLECULAR TECHNOLOGY	
Molecular: Chlamydia trachomatis	\$20
Molecular: Gonorrhoeae	\$20
Chlamydia Molecular: Unsatisfactory	\$5
Gonorrhoeae Molecular: Unsatisfactory	\$5
Chlamydia Trachomatis: Direct Smear	\$20
Molecular DNA/RNA Real-Time test (ASR)*	\$80
Molecular DNA/RNA Real-Time test (FDA)**	\$150
Molecular DNA/RNA Real-Time test (Home Brew)***	\$50
Molecular DNA/RNA test (ASR)*	\$60
Molecular DNA/RNA test (FDA)**	\$100
Molecular DNA/RNA test (Home Brew)***	\$50
PFGE (Pulse Field Gel Electrophoresis)	\$100
VETERINARY	
Rabies: Brain Removal & Test	\$50
Rabies: Unsatisfactory Specimen	\$15
Tick: Speciation & IFA	\$15
Baylisascaris fecal screen	\$25
CHEMISTRY	
Blood Lead	\$18
Blood Lead: Unsatisfactory Specimen	\$5
OTHER	
Blood Collection/Draw Fee	\$6
Courier Fee	\$10
NGHA (Nondiagnostic General Health Assessment)	\$100

*ASR: Analyte Specific Reagent (i.e. nucleic acid)
 Examples: enterovirus, WNV, Flu, LRN

**FDA: Food & Drug Administration approved

***Homebrew: examples NoV, pertussis

Exhibit B

4

Santa Clara County Public Health Laboratory: Fee Schedule (Clarification of PCR Testing Prices & New Tests)

<u>Test</u>	<u>Price</u>
Norovirus PCR Assay	\$50.00
Bordetella pertussis PCR Assay	\$50.00
RT PCR: Influenza A & B	\$0.00
RT PCR: Influenza A Typing	\$0.00
Respiratory Virus Screening DFA	\$20.00
-Confirmation	\$20.00
RT-PCR WNV Assay	\$80.00
WNV IgG IFA	\$25.00
WNV IgM IFA	\$25.00
QuantiFERON	\$29.65
Measles PCR	\$50.00
HSV PCR Assay	\$84.53
HIV Ag/Ab Combo – Negative	\$15.07
HIV Ag/Ab Combo – Positive	\$45.21
HIV Multispot	\$37.10
GeneXpert	\$66.70
Phlebotomy Fee	\$6.00 per stick