



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C-17

For the meeting of: December 13, 2016

Date: November 9, 2016
To: Board of Supervisors
From: Connie Beck, Director *[Signature]*
Department of Health and Human Services- Public Health
Subject: Professional Services Agreement with Sonoma County for Public Health Laboratory Director Services for the period of January 1, 2017 through December 31, 2018

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve and authorize the Department of Health and Human Services (DHHS) - Public Health Director to sign the Professional Services Agreement with Sonoma County for Public Health Laboratory Director Services (Laboratory Director Agreement).
2. Authorize and direct the County of Humboldt Department of Health and Human Services – Public Health Director, or designee, to sign the Laboratory Director Agreement and any subsequent amendments thereto after review and approval by County Counsel and Risk Manager.

SOURCE OF FUNDING:

Public Health Funds

Prepared by Lara Zintsmaster, AA I

CAO Approval *[Signature]*

REVIEW:

Auditor *[Signature]*

County Counsel *[Signature]*

Human Resources *[Signature]*

Other

TYPE OF ITEM:

☒ Consent
☐ Departmental
☐ Public Hearing
☐ Other

PREVIOUS ACTION/REFERRAL:

Board Order No. C-4, C-13

Meeting of: 10/22/13, 12/17/13

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor *Fennell* Seconded by Supervisor *Bass*

Ayes *Sundberg, Fennell, Lovelace, Bohn, Bass*
Nays
Abstain
Absent

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: Dec. 13, 2016

By: *[Signature]*

Kathy Hayes, Clerk of the Board

DISCUSSION:

The Department of Health and Human Services (DHHS) – Public Health Laboratory provides a number of services including laboratory testing services and support for community health providers to aid in the diagnosis and control of communicable diseases. It also supports several other DHHS – Public Health programs including Communicable Disease, Environmental Health, and Emergency Preparedness.

Regulations in the Federal Clinical Laboratory Improvement Act of 1988 (CLIA) specify that a public health laboratory is required to have a qualified Public Health Laboratory Director. The qualifications include a doctorate degree, Federal CLIA board certification, a California Public Health Microbiologist Certification and four years minimum experience working in a Public Health laboratory. A doctorate degree is waived if the Laboratory Director was hired before that requirement was adopted. The Public Health Laboratory Director for Sonoma County meets the CLIA requirements.

The Laboratory Director is responsible for the overall operation and administration of the laboratory and will be available to provide telephone or electronic consultation as needed and specified in the agreement. The current Public Health Laboratory Manager will continue to handle the day to day supervision of staff and organization of the DHHS – Public Health Laboratory.

FINANCIAL IMPACT:

Approval of the agreement with Sonoma County for Laboratory Director Services is a two (2) year agreement for the period of January 1, 2017 through December 31, 2018. The cost for the services of the Sonoma County Laboratory Director is \$28,980 annually and \$57,960 for the full two-year term. Travel costs associated with this agreement are included. Public Health is responsible for hotel costs directly. This agreement will be funded through fund 1175, budget unit 435 – Public Health Laboratory. These costs were anticipated and included in the approved County fiscal year (FY) 2016-17 budget and will be included in the FY 2017-18 annual budget process. There is no impact to the county's General Fund.

This agreement supports the Board's Strategic Framework by protecting vulnerable populations and providing community appropriate levels of service.

OTHER AGENCY INVOLVEMENT:

ALTERNATIVES TO STAFF RECOMMENDATIONS:

Your board could choose to not approve the agreement for Laboratory Director Services with Sonoma County; however that is not recommended. A Laboratory Director must oversee the DHHS – Public Health Laboratory or it cannot provide needed services to the community.

ATTACHMENTS:

Professional Services Agreement with County of Sonoma Department of Health Services

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
COUNTY OF SONOMA**

This Agreement, entered into this ____ day of _____, 20____, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "HUMBOLDT," and County of Sonoma, a California government entity, hereinafter referred to as "SONOMA," is made upon the following considerations:

WHEREAS, HUMBOLDT, by and through its Department of Health and Human Services ("DHHS") Public Health, desires to retain the services of SONOMA to retain the services of a laboratory director; and

WHEREAS, such work involves the performance of professional, expert and technical services for a specified period; and

WHEREAS, HUMBOLDT has no employees available to perform such services and is unable to hire employees for the performance thereof for the specified period; and

WHEREAS, SONOMA, by and through its Department of Health Services, has represented that the Sonoma County Laboratory Director (hereinafter referred to as "Laboratory Director"), has represented that it is qualified to perform such services.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

SONOMA agrees to furnish the services described in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference. In providing such services, SONOMA agrees to fully cooperate with the DHHS – Public Health Director or designee thereof, hereinafter referred to as "DHHS - PH DIRECTOR".

2. TERM:

This Agreement shall begin January 1, 2017 and shall remain in full force and effect until December 31, 2018, unless sooner terminated as provided herein.

3. TERMINATION:

A. Breach of Contract. If, in the opinion of either party, the other party fails to adequately perform the services required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation, or other law applicable to its performance herein, the non-breaching party may terminate this Agreement immediately, upon notice.

- B. Without Cause. Either party may terminate this Agreement without cause upon thirty (30) days advance written notice. Such notice shall state the effective date of the termination.
- C. Insufficient Funding. HUMBOLDT's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is terminated or reduced, HUMBOLDT shall, at its sole discretion, determine whether this Agreement shall be terminated. HUMBOLDT shall provide SONOMA seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation Upon Termination. In the event of any termination of this Agreement, SONOMA shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owing to HUMBOLDT resulting from a breach of this Agreement by SONOMA.

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by HUMBOLDT for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Fifty-Seven Thousand Nine Hundred and Sixty Dollars (\$57,960.00). SONOMA agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. If local, state or federal funding or allowance rates are reduced or deleted; the maximum amount payable by HUMBOLDT for services provided hereunder may be reduced accordingly.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference.
- C. Additional Services. Any additional services not otherwise provided for herein, shall not be provided or compensated without written authorization by HUMBOLDT. All unauthorized costs and expenses incurred above the maximum dollar amount set forth herein shall be the responsibility of SONOMA. SONOMA shall notify HUMBOLDT, in writing, at least six (6) weeks prior to the date upon which SONOMA estimates that the maximum dollar amount will be reached.

5. PAYMENT:

SONOMA shall submit to HUMBOLDT quarterly invoices itemizing all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement. Invoices shall be in a format approved by, and shall include backup documentation as specified by, DHHS – PH DIRECTOR and the Humboldt County Auditor-Controller. SONOMA shall submit a final undisputed invoice for payment within thirty (30) days following the expiration or termination date of this Agreement. Payment for services rendered and costs and expenses incurred will be made within thirty (30) days after the receipt of

approved invoices. All invoices submitted by SONOMA shall be sent to HUMBOLDT at the following address:

HUMBOLDT: Humboldt County DHHS – Public Health
Attention: Jeremy Corrigan
529 I Street
Eureka, CA 95501

6. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

HUMBOLDT: Humboldt County DHHS – Public Health
Attention: Susan Buckley
529 I Street
Eureka, CA 95501

SONOMA: Michael Ferris
Lab Director
Public Health Laboratory
Department of Health Services
County of Sonoma
3313 Chanate Road
Santa Rosa, CA 95404
707.565.4712
Michael.Ferris@sonoma-county.org

7. REPORTS:

SONOMA agrees to provide HUMBOLDT with any and all reports that may be required by local, state and/or federal agencies for compliance with this Agreement. Reports shall be submitted no later than fifteen (15) days after the end of each calendar quarter using the format required by the State of California as appropriate.

8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. SONOMA agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the services provided hereunder.

- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of SONOMA, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after final payment under this Agreement. SONOMA hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by HUMBOLDT and any duly authorized local, state and/or federal agencies. SONOMA further agrees to allow interviews of any of its employees who might reasonably have information related to such records by HUMBOLDT and any duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement.
- C. Audit Costs. In the event of an audit exception or exceptions, the party responsible for not meeting the program requirements shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because SONOMA's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by HUMBOLDT.

9. MONITORING:

SONOMA agrees that HUMBOLDT has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor SONOMA's records, programs or procedures, at any time, as well as the overall operation of SONOMA's programs, in order to ensure compliance with the terms and conditions of this Agreement. However, HUMBOLDT is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of services performed by SONOMA pursuant to the terms of this Agreement.

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this Agreement, SONOMA may receive information that is confidential under local, state or federal law. SONOMA hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, but not limited to: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328 and 10850; California Health and Safety Code Sections 1280.15 and 1280.18; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards

contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.

- B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that federal and state confidentiality laws are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws or regulations.

11. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

SONOMA certifies by its signature below that it is not a Nuclear Weapons Contractor, in that SONOMA is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. SONOMA agrees to notify HUMBOLDT immediately if it becomes a Nuclear Weapons Contractor as defined above. HUMBOLDT may immediately terminate this Agreement if it determines that the foregoing certification is false or if SONOMA subsequently becomes a Nuclear Weapons Contractor.

12. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. In connection with the execution of this Agreement, SONOMA, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state, or federal laws or regulations. Nothing herein shall be construed to require the employment of unqualified persons.
- B. Compliance with Anti-Discrimination Laws. SONOMA further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws

and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Chapter 5, Division 4 of Title 2, of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

13. DRUG-FREE WORKPLACE:

By executing this Agreement, SONOMA certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350 et seq.) and will provide a drug-free workplace by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about the following:
 - 1. The dangers of drug abuse in the workplace;
 - 2. SONOMA's policy of maintaining a drug-free workplace;
 - 3. Any available counseling, rehabilitation and employee assistance programs; and
 - 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services hereunder will:
 - 1. Receive a copy of SONOMA's Drug-Free Policy Statement; and
 - 2. Agree to abide by the terms of SONOMA's Drug-Free Policy as a condition of employment.
- D. Effect of Noncompliance. Failure to comply with the above-referenced requirements may result in suspension of payments under this Agreement and/or termination thereof, and SONOMA may be ineligible for award of future contracts if HUMBOLDT determines that the foregoing certification is false or if SONOMA violates the certification by failing to carry out the above-referenced requirements.

14. INDEMNIFICATION:

- A. Mutual Indemnity. Each Party shall indemnify, defend and hold harmless the other Parties hereto and their officers, officials, employees, agents, and volunteers from any

and all claims, demands, losses, damages, and liabilities of any kind or nature, including, without limitation, attorney's fees and other litigation costs, arising out of or in connection with the performance of its duties and obligations hereunder, except such loss or damage which was caused by the sole negligence or willful misconduct of another Party.

- B. Comparative Liability. Notwithstanding Paragraph A above, in the event that more than one Party is held to be negligently or willfully responsible, each responsible Party will bear its proportionate share of liability as determined in any such proceeding. Each Party will bear their own costs and attorneys' fees.

15. RELATIONSHIP OF PARTIES:

It is understood that this is an Agreement by and between two (2) independent contractors and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that SONOMA shall not be entitled to any benefits to which HUMBOLDT employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. SONOMA shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

16. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

SONOMA agrees to comply with any and all local, state and federal laws, regulations, policies and procedures applicable to the services covered by this Agreement. SONOMA further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

17. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations, or conditions that may affect the provisions, terms or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

18. REFERENCE TO LAWS AND RULES:

In the event any law, regulation, policy or procedure referred to in this Agreement is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date of such amendment.

19. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

20. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by SONOMA in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by CONTRACTOR to obtain supplies, technical support or professional services.

21. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

22. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by HUMBOLDT constitute a waiver of any breach of this Agreement or any default which may then exist on the part of SONOMA. Nor shall such payment impair or prejudice any remedy available to HUMBOLDT with respect to any breach or default. HUMBOLDT shall have the right to demand repayment of, and SONOMA shall promptly refund, any funds disbursed to SONOMA which, in the judgment of HUMBOLDT, were not expended in accordance with the terms of this Agreement.

23. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of HUMBOLDT shall be personally liable for any default or liability under this Agreement.

24. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

25. STANDARD OF PRACTICE:

SONOMA warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. SONOMA's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

26. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by SONOMA shall become the property

of HUMBOLDT. However, SONOMA may retain copies of such documents and information for its records. In the event of termination of this Agreement, for any reason whatsoever, SONOMA shall promptly turn over all information, writings and documents pertaining to the services provided hereunder to HUMBOLDT without exception or reservation.

27. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

28. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from HUMBOLDT prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. SONOMA shall inform HUMBOLDT of all requests for interviews by the media related to this Agreement before such interviews take place; and HUMBOLDT shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to DHHS-PH DIRECTOR

29. SUBCONTRACTS:

SONOMA shall obtain prior written approval from HUMBOLDT before subcontracting any of the services to be provided hereunder. Any and all subcontracts will be subject to all applicable provisions of this Agreement. SONOMA shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by HUMBOLDT or not.

30. ATTORNEYS' FEES:

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees, including the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

31. SURVIVAL:

The duties and obligations of the parties set forth in Section 3(D) – Compensation Upon Termination, Section 8 – Record Retention and Inspection, Section 10 – Confidential

Information and Section 14 – Indemnification shall survive the expiration or termination of this Agreement.

32. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in paragraphs 1 through 39 of this Agreement, paragraphs 1 through 39 of this Agreement shall have priority.

33. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

34. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

35. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

36. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in its entirety any and all prior agreements, promises, representations, understandings and negotiations, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

37. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties execute this Agreement as of the above-written date.

COUNTY OF HUMBOLDT:

By: _____ Date _____
Susan Buckley
Director, Public Health

COUNTY OF SONOMA:

By: _____ Date _____
Barbie Robinson
Interim Director, Department of Health Services

APPROVED AS TO SUBSTANCE:

By: _____ Date _____
Division Director or Designee

APPROVED AS TO FORM:

By: _____ Date _____
Deputy County Counsel

APPROVED AS TO SUBSTANCE:

By: _____ Date _____
Privacy & Security Officer

LIST OF EXHIBITS:

Exhibit A – Scope of Services

Exhibit B – Schedule of Rates

**EXHIBIT A
SCOPE OF SERVICES
COUNTY OF SONOMA**

January 1, 2017 – December 31, 2018

During the term of this agreement, SONOMA agrees that Laboratory Director will provide any and all services that a State of California licensed and certified laboratory director is required to perform, including, but not limited to those services described herein.

1. SERVICES:

- a. Providing consultations related to the testing of human clinical specimens, including, but not limited to, technical performance, reporting, and other legal requirements (e.g., Title 17). Consultations shall be available via phone (cell or land line), email, or teleconference.
- b. Reviewing and approving laboratory procedure manuals that pertain to human clinical testing.
- c. Ensuring that human clinical testing systems developed and used by laboratory staff provide quality laboratory results.
- d. Overseeing and reviewing quality assurance, quality control, and validation studies of newly employed scientific assays.
- e. Ensuring that all necessary corrective actions are taken and documented whenever significant deviations of laboratory protocols are identified.
- f. Ensuring consultation is available to HUMBOLDT's clients, public health staff and administration, Public Health Officer, animal control and environmental health staff.
- g. Reviewing all proficiency testing results.
- h. Recommending procedural changes if needed, and overseeing documentation of corrective actions.
- i. Performing other duties as mandated by state or federal regulations that pertain to human clinical testing.

2. SCHEDULE:

SONOMA and HUMBOLDT agree that the Laboratory Director will devote a maximum of 0.10 FTE or 4 hours per week, on average, to the completion of the services described herein.

3. DELIVERABLES:

Services as detailed under Section 1.

4. ACCEPTANCE CRITERIA:

SONOMA agrees that Laboratory Director shall perform the services described herein in a manner consistent with the generally accepted standards for State of California licensed laboratory directors.

5. HUMBOLDT RESPONSIBILITIES:

HUMBOLDT agrees that the day-to-day management of the Humboldt County DHHS – Public Health Laboratory, including, but not limited to, hiring, personnel performance reviews, disciplinary actions, budgeting, fee changes, and time-off scheduling, will be the sole responsibility of HUMBOLDT's on-site laboratory manager and administrative staff.

EXHIBIT B SCHEDULE OF RATES COUNTY OF SONOMA January 1, 2017 – December 31, 2018	
A. Personnel Costs formula for salary calculations and any benefits should be clearly identified	
Title: Public Health Laboratory Director	
Hourly Rate of Pay or Salary Calculation:	
Duties Description:	
Title:	
Hourly Rate of Pay or Salary Calculation:	
Duties Description:	
Total Personnel Costs:	
B. Operational Costs	
Item:	
Description:	
Item:	
Description:	
Total Operational Costs:	
C. Supplies	
Item:	
Description:	
Item:	
Description:	
Item:	
Description:	
Total Supplies:	
D. Transportation/Travel (Travel expenses must follow Humboldt County Travel Policy Limits)	
Item:	
Description:	
Item:	
Description:	
Total Transportation/Travel:	
E. Other Costs	
Item: Public Health Laboratory Services as defined in Exhibit A	
Description: Consultation services provided by Laboratory Director not to exceed 0.10 FTE, including necessary travel to Humboldt County at \$28,980 annually for two years	\$57,960.00
Item:	
Description:	
Item:	
Description:	
Total Other Costs:	\$57,960.00
Grand Total:	\$57,960.00