

PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND THE COUNTY OF HUMBOLDT

This agreement is entered into between the County of Shasta, through its Health and Human Services Agency (“HHSA”), Public Health Branch, a political subdivision of the State of California (“Shasta”) and the County of Humboldt (“Humboldt”), both political subdivisions of the State of California (collectively, the “Parties” and individually a “Party”) for the purpose of providing Public Health Laboratory testing services to Shasta.

Section 1. RESPONSIBILITIES OF HUMBOLDT

Pursuant to the terms and conditions of this agreement, Humboldt shall:

- A. Provide Public Health Laboratory testing services (“Services”) upon receipt of specimens, Monday through Friday, 8:00 a.m. to 5:00 p.m. except Holidays.
- B. Provide a thirty-day advance notice advising Shasta of any revisions to the Fee Schedule.
- C. Comply with the minimum requirements as stated in the California Code of Regulations, Title 17, §1078.
- D. Provide laboratory test results by telephone or email fax to Shasta in accordance with the timelines specified in California Code of Regulations, Title 17, §1078.
- E. Submit written laboratory test results via email fax or U.S. mail to Shasta Health and Human Services Agency - Public Health, 2650 Breslauer Way, Redding, CA 96001, within four working days after completion of testing.
- F. Notify Shasta by telephone or email fax within one working day after receipt of a specimen that does not meet clinical laboratory standards and is unable to be tested.

Section 2. RESPONSIBILITIES OF SHASTA

Pursuant to the terms and conditions of this agreement, Shasta shall:

- A. Compensate Humboldt as prescribed in Sections 3 and 4 of this agreement and shall monitor the outcomes achieved by Humboldt.
- B. Submit a properly completed laboratory test request form with each specimen submitted to Humboldt. The Clinical/Molecular Testing Lab Requisition Form, attached to this agreement as **Exhibit A** and incorporated herein, will accompany each water sample submitted for testing.
- C. Ensure transport and delivery of all specimens is carried out in accordance with the Code of Federal Regulations, Title 49–Transportation and follows the Humboldt submission guidelines.

- D. Arrange for delivery of all specimens for testing to Humboldt's Public Health Laboratory located at 529 I Street, Eureka, CA 95501, Monday through Friday between the hours of 8:00 a.m. and 4:00 p.m., excluding Holidays. Specimens for water testing will be delivered to the Humboldt County Public Health Laboratory within 30 hours of collection and between the hours of 8:00 a.m. and 4:00 p.m. Monday through Thursday.
- E. Collect and handle specimens for water testing in accordance with the most current edition of the Standard Methods for the Examination of Water and Wastewater, incorporated herein by reference, and hold the temperature of all samples below 10°C (50°F) at all times.
- F. Agree that for the purposes of this agreement, one working day is defined as a regular Humboldt business day, with the exception of official holidays ("Holiday(s)") established by Humboldt.

Section 3. COMPENSATION

- A. Humboldt shall be paid for Services at rates equal to the Humboldt Master Fee Schedule ("Fee Schedule") as published publicly, and in effect at the time of specimen receipt. Prices may remain the same or be increased or decreased in direct proportion to the change in Humboldt's Fee Schedule.
- B. Humboldt shall be paid via electronic invoice payment; automated clearing house ("ACH"), County credit card, or Commerce Bank virtual card. ACH payments require submission of the completed Auditor-Controller ACH/Direct Deposit authorization form within five days of execution of this agreement.
- C. In no event shall the maximum amount payable under this agreement to Humboldt exceed \$50,000.
- D. Humboldt's violation or breach of agreement terms may result in withholding of compensation or termination of agreement.

Section 4. BILLING AND PAYMENT

- A. Humboldt shall submit to Shasta's HHSA Administration Branch, Attn: Accounts Payable, P.O. Box 496005, Redding, CA 96049-6005 within 10 business days of the last day of the quarter after completion of Services, an itemized quarterly invoice for services rendered. Shasta shall make payment within 30 days of receipt of Humboldt's statement of approved invoice. For the purpose of effectuating compensation, this Section 4 shall survive the termination, expiration, or cancellation of this agreement.
- B. Should Shasta, or the state or federal government, disallow any amount claimed by Humboldt, Humboldt shall reimburse Shasta, or the state or federal government, as directed by Shasta, or the state or federal government, for such disallowed cost.

Section 5. TERM OF AGREEMENT

- A. This agreement shall be for three (3) years and will commence as of the last date it has been signed by both Parties and shall end June 30, 2028
- B. Notwithstanding the foregoing, Shasta shall not be obligated for payments hereunder for any future Shasta fiscal year unless or until Shasta's Board of Supervisors appropriates funds for this agreement in Shasta's budget for that fiscal year. In the event that funds are not appropriated for this agreement, then this agreement shall end as of June 30 of the last fiscal year for which funds for this agreement were appropriated. For the purposes of this agreement, Shasta's fiscal year commences on July 1 and ends on June 30 of the following year. Shasta shall notify Humboldt in writing of such non-appropriation at the earliest possible date and shall ensure no samples are submitted after termination.

Section 6. TERMINATION OF AGREEMENT

- A. If Humboldt materially fails to perform Humboldt's responsibilities under this agreement to the satisfaction of Shasta, or if Humboldt fails to fulfill in a timely and professional manner Humboldt's responsibilities under this agreement, or if Humboldt violates any of the terms or provisions of this agreement, then Shasta shall have the right to terminate this agreement for cause effective immediately upon the Shasta giving written notice thereof to Humboldt. If termination for cause is given by Shasta to Humboldt and it is later determined that Humboldt was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this Section.
- B. Either Party may terminate this agreement without cause on 30 days written notice to the other Party.
- C. Either Party may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. Shasta's right to terminate this agreement may be exercised by Shasta's County Executive Officer, or their designee, Shasta's HHSA Director, or their designee.
- E. Humboldt's right to terminate this agreement may be exercised by Humboldt's Board of Supervisors, Humboldt's County Executive Officer or their Director of Health and Human Services, or their designee.
- F. Should this agreement be terminated, within 30 days Humboldt shall provide to Shasta any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Humboldt pursuant to this agreement.
- G. If this agreement is terminated, Humboldt shall only be paid for services satisfactorily completed and provided prior to the effective date of termination.

Section 7. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Humboldt shall be entitled to no other benefits other than those specified herein. Humboldt specifically acknowledges that in entering into and executing this agreement, Humboldt relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments, including retroactive, that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Humboldt and Shasta's County Executive Officer or their designee, or Shasta's HHSA Director, or any HHSA Branch Director designated by their HHSA Director, provided that the amendment is in substantially the same format as Shasta's standard format amendment contained in the *Shasta County Contracts Manual* (Administrative Policy 6-101).
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- D. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER

Inasmuch as this agreement is intended to secure the specialized services of Humboldt, Humboldt may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of Shasta. The waiver by Shasta of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

Section 9. EMPLOYMENT STATUS OF HUMBOLDT

Humboldt shall, during the entire term of this agreement, be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow Shasta to exercise discretion or control over the professional manner in which Humboldt performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by Humboldt shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of Shasta is to ensure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Humboldt shall be fully responsible for payment of all taxes due to the State of California or the federal government that would be withheld from compensation if Humboldt were a Shasta employee. Shasta shall not be liable for deductions for any amount for any purpose from Humboldt's compensation. Humboldt shall not be eligible for coverage under Shasta's workers' compensation insurance plan, nor shall Humboldt be eligible for any other Shasta benefit. Humboldt must issue W-2 and

941 Forms for income and employment tax purposes, for all of Humboldt's assigned personnel under the terms and conditions of this agreement.

Section 10. INDEMNIFICATION

- A. To the fullest extent permitted by law, each of the Parties shall indemnify, defend and hold harmless each of the other Parties, their respective governing boards, officers, directors, officials, employees, and authorized volunteers and agents from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either Party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the their respective governing boards, officers, directors, officials, employees, volunteers, agents, or contractors.
- B. It is the intention of the Parties that the provisions of this indemnity be interpreted to impose on each Party responsibility to the other for the acts and omissions of their governing boards, officers, directors, officials, employees, volunteers, agents or contractors. It is also the intention of the Parties that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any Claims attributable to the fault of that Party, its governing board, officers, directors, officials, employees, volunteers, agents, or contractors.
- C. This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the Parties.
- D. Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.
- E. The provisions of this Indemnity shall survive the expiration or termination of the agreement.

Section 11. INSURANCE REQUIREMENTS

Without limiting the indemnification of either Party to this agreement, each Party shall maintain or cause to be maintained the following insurance coverage: (1) a policy of Commercial General Liability with limits of liability of not less than \$2 million per occurrence; (2) a policy of Workers' Compensation providing statutory coverage; and (3) such other insurance or self-insurance as shall be necessary to insure it against any claim or claims for damages arising under the agreement. Insurance afforded by the commercial general liability policy shall be endorsed to provide coverage to the other Party of the agreement as an additional insured. Each Party to this agreement shall provide the other Party a Certificate of Insurance certifying that coverage as required

herein has been obtained. The requirements of this Section may be satisfied by the provision of similar coverage through a self-insurance program. Parties shall provide a letter of Self-Insurance upon request.

Section 12. NOTICE OF CLAIM; APPLICABLE LAW; VENUE

- A. If any claim for damages is filed with Humboldt or if any lawsuit is instituted concerning Humboldt's performance under this agreement and that in any way, directly or indirectly, contingently, or otherwise, affects or might reasonably affect Shasta, Humboldt shall give prompt and timely notice thereof to Shasta. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by 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 Shasta unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION

- A. Humboldt shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Humboldt shall not unlawfully discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- C. Humboldt represents that Humboldt is in compliance with and agrees that Humboldt shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto. Furthermore, where applicable, Humboldt represents and warrants all websites created for Shasta, or used by Humboldt to provide services pursuant to this agreement shall comply with the Americans with Disabilities Act of 1990 and shall specifically conform to the Web Content Accessibility Guidelines found at www.w3.org, and comply with section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), Subpart B, 1194.22.
- D. No funds or compensation received by Humboldt under this agreement shall be used by Humboldt for sectarian worship, instruction, or proselytization in a manner prohibited by law.

- E. In addition to any other provisions of this agreement, Humboldt shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Humboldt's noncompliance with the provisions of this Section.

Section 14. ACCESS TO RECORDS; RECORDS RETENTION

- A. County, federal, and state officials shall have access to any books, documents, papers, and records of Humboldt that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Humboldt or Shasta. Except where longer retention is required by federal or state law, Humboldt shall maintain all records for five years after Shasta makes final payment hereunder. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Humboldt shall maintain appropriate records to ensure a proper accounting of all funds and expenditures pertaining to the work performed or the services provided pursuant to this agreement. Humboldt shall maintain records providing information that account for all funds and expenses related to the provision of services provided pursuant to this agreement. To the extent allowed by law, access to these records shall be provided to Shasta during working days, 8:00 a.m. to 5:00 p.m. and at other times upon reasonable notice by Shasta, and upon request of state and federal agencies charged with the administration of programs related to the work or services to be provided pursuant to this agreement.
- C. Humboldt agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate federal, state, or Shasta audit directly related to the provisions of this agreement. Humboldt agrees to repay Shasta the full amount of payment received for duplicate billings, erroneous billings, audit exceptions, or false or deceptive claims. Humboldt agrees that Shasta may withhold any money due and recover through any appropriate method any money erroneously paid under this agreement if evidence exists of less than full compliance with this agreement including, but not limited to, exercising a right of set-off against any compensation payable to Humboldt.

Section 15. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS

Humboldt's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Humboldt's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this agreement. Humboldt's failure to cure such default within 90 days of notice by the other Party shall be grounds for termination of this agreement.

Section 16. LICENSES AND PERMITS

Humboldt's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of

Humboldt and all other appropriate governmental agencies, including any certification and credentials required by Shasta. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by Shasta.

Section 17. PERFORMANCE STANDARDS

Humboldt shall perform the work or services required by this agreement in accordance with the industry and/or professional standards applicable to Humboldt's work or services.

Section 18. CONFLICTS OF INTEREST

Humboldt and its officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

Section 19. NOTICES

- A. Except as provided in Section 6.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

Shasta: Branch Director
 HHSA Public Health
 Attn: Contracts Unit
 2650 Breslauer Way
 Redding, CA 96001
 Phone: 530-225-3761
 Fax: 530-225-3743

Humboldt: Public Health Director
 529 I St
 Eureka, CA 95501
 Phone: 707-268-2179
 Fax: 707-445-7640
HCPHL@co.humboldt.ca.us

- B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 19.A. and shall be deemed to be effective immediately.
- C. Unless otherwise stated in this agreement, any written or oral notices on behalf of Shasta as provided for in this agreement may be executed and/or exercised by the Shasta' County Executive Office or their designee.

Section 20. AGREEMENT PREPARATION

It is agreed and understood by the Parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the Civil Code.

Section 21. COMPLIANCE WITH POLITICAL REFORM ACT

Humboldt shall comply with the California Political Reform Act (Government Code, sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, and with the Shasta's Conflict of Interest Code, with regard to any obligation on the part of Humboldt to disclose financial interests and to recuse from influencing any Shasta decision which may affect Humboldt's financial interests. If required by the Shasta's Conflict of Interest Code, Humboldt shall comply with the ethics training requirements of Government Code sections 53234, *et seq.*

Section 22. SEVERABILITY

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

Section 23. CONFIDENTIALITY

During the term of this agreement, both Parties may have access to information that is confidential or proprietary in nature. Both Parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other Party or as required by law. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 24. CONFIDENTIALITY OF PATIENT INFORMATION

All information and records obtained in the course of providing services under this agreement shall be confidential, and Humboldt and all of Humboldt's employees, volunteers, agents, and officers shall comply with state and federal requirements regarding confidentiality of patient information (including, but not limited to, section 5328 of the Welfare and Institutions Code; Civil Code section 56.10; the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations adopted pursuant thereto; Title 42, Code of Federal Regulations, Part 2; and Title 45, Code of Federal Regulations, section 205.50). All applicable regulations and statutes relating to patients' rights shall be adhered to. This provision shall survive the termination, expiration, or cancellation of this agreement.

Section 26. HIPAA ADDENDUM

Attached to this agreement as Exhibit B and incorporated by reference, is an Addendum that constitutes a Business Associate Agreement as required by the federal Health Insurance Portability and Accountability Act.

Section 27. SCOPE AND OWNERSHIP OF WORK

All research data, reports, and every other work product of any kind or character arising from or relating to this agreement shall become the property of Shasta and be delivered to Shasta upon completion of its authorized use pursuant to this agreement with the exception of informal communications such as emails and staff notes, whether those communications or notes are internal to Humboldt's staff or between Humboldt and any subconsultants. Shasta may use such work products for any purpose whatsoever. Shasta acknowledges that its alteration of documents without consent of Humboldt, or use of the documents for any purpose unrelated to this agreement's purposes, is at the Shasta's own risk and without liability to Humboldt. All works produced under this agreement shall be deemed works produced by a contractor for hire, and all copyright with respect thereto shall vest in the Shasta without payment of royalty or any other additional compensation. Notwithstanding anything to the contrary contained in this agreement, Humboldt shall retain all of Humboldt's rights in Humboldt's own proprietary information, including, without limitation, Humboldt's methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by Humboldt prior to, or acquired by Humboldt during the performance of this agreement and Humboldt shall not be restricted in any way with respect thereto.

Section 28. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((CUETA) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the Party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this Section, a digital signature is a type of "electronic signature" as defined in subdivision (h) of section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Shasta and Humboldt have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

COUNTY OF SHASTA

Date: _____

DAVID J. RICKERT
County Executive Officer
County of Shasta
State of California

APPROVED AS TO FORM:
JOSEPH LARMOUR
County Counsel

By: _____
TODD ENDRES
Deputy County Counsel

Date: _____

RISK MANAGEMENT APPROVAL

By: _____
DOLYENE LANE
Risk Manager

Date: _____

COUNTY OF HUMBOLDT

Date: _____

By: _____
SOFIA PEREIRA
Public Health Director
Tax I.D.#: On File

EXHIBIT A


CLINICAL/ MOLECULAR TESTING					
		COUNTY OF HUMBOLDT DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLIC HEALTH LABORATORY PEPPER STOCKTON, LABORATORY DIRECTOR CLIA 05D0886113, MEDICARE/ MEDI-CAL ID # LAB58595F 529 I STREET, EUREKA CA 95501 PHONE: (707) 268-2179 FAX: (707) 445-7840 EMAIL: HCPHL@CO.HUMBOLDT.CA.US		PATIENT #	
				P.H. LAB USE ONLY DATE & TIME RECEIVED	
LAB SPECIMEN #					
INFORMATION MUST BE PROVIDED TO PROCESS TESTING-PLEASE PRINT CLEARLY					
PATIENT'S LAST NAME		FIRST MI		LAB CLIENT #	
ETHNICITY:		<input type="checkbox"/> Hispanic <input type="checkbox"/> Non-Hispanic <input type="checkbox"/> Unknown		SUBMITTING AGENCY	
RACE:		<input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Multiple Race <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> Other <input type="checkbox"/> White <input type="checkbox"/> Black/African American			
GENDER:		<input type="checkbox"/> Female <input type="checkbox"/> Male <input type="checkbox"/> Trans-Female <input type="checkbox"/> Trans-Male <input type="checkbox"/> Unknown			
DOB		CHART#			
SOCIAL SECURITY#					
PREGNANCY STATUS (if known)					
RESPONSIBLE PARTY		PATIENT PHONE #			
PATIENT ADDRESS				NAME OF PHYSICIAN	
CITY/STATE/ZIP					
Assignment and Release: I hereby authorize my insurance benefits to be paid directly to the County of Humboldt Public Health Laboratory. I am financially responsible for any non-covered services. I also authorize the Public Health Laboratory to release any information required to process this claim.					
SIGNED		DATE			
If this is a confidential test and any balance not covered by insurance cannot be billed to your home,					
ICD10 CODE:					
<input type="checkbox"/> BILL OUR ACCOUNT <input type="checkbox"/> INSURANCE (MUST INCLUDE COPY OF CARD)					
PROOF OF ELIGIBILITY REQUIRED OR ACCOUNT WILL BE BILLED. ATTACH PHOTOCOPY OR COMPUTER PRINT-OUT TO BACK OF FORM.					
SPECIMEN SOURCE:					
<input type="checkbox"/> OROPHARYNGEAL SWAB <input type="checkbox"/> SERUM <input type="checkbox"/> CSF <input type="checkbox"/> BUCCAL SWAB <input type="checkbox"/> VAGINAL SWAB <input type="checkbox"/> RECTAL SWAB <input type="checkbox"/> STOOL <input type="checkbox"/> LESION SWAB <input type="checkbox"/> NASOPHARYNGEAL <input type="checkbox"/> URINE <input type="checkbox"/> OTHER _____					
DATE & TIME COLLECTED				COLLECTED BY	
SPECIMEN CONDITION: <input type="checkbox"/> FROZEN <input type="checkbox"/> REFRIGERATED <input type="checkbox"/> ROOM TEMP <input type="checkbox"/> OTHER _____					
TEST REQUESTED:		CPT:		TEST REQUESTED:	
CPT:		TEST REQUESTED:		CPT:	
Respiratory PCR		Sexually Transmitted Infection		BACTERIOLOGY	
<input type="checkbox"/> RSV, INFLUENZA A/B, & COVID-19 <input type="checkbox"/> Covid-19 & Influenza A/B <input type="checkbox"/> INFLUENZA A/B subtyping <input type="checkbox"/> PERTUSSIS <input type="checkbox"/> ENTEROVIRUS <input type="checkbox"/> Biofire Respiratory Panel (22 targets)		<input type="checkbox"/> CT/ GC PCR 87491 / 87591 <input type="checkbox"/> CHLAMYDIA (CT) ONLY PCR 87491 <input type="checkbox"/> GONORRHEA (GC) ONLY PCR 87591 <input type="checkbox"/> TRICHOMONAS VAGINALIS (TV) PCR 87661 <input type="checkbox"/> GONORRHEA AST 87181		<input type="checkbox"/> STOOL CULTURE 87045 Rule out: _____ <input type="checkbox"/> TITLE 17 ISOLATE TITLE 17 Rule out: _____	
Vaccine preventable disease PCR		Gastrointestinal PCR		SYPHILIS	
<input type="checkbox"/> MEASLES <input type="checkbox"/> MUMPS		<input type="checkbox"/> Biofire Gastrointestinal Panel (22 targets) 87507 <input type="checkbox"/> NOROVIRUS 87798 <input type="checkbox"/> STEC (Shiga Toxin) 87798		<input type="checkbox"/> SYPHILIS SCREEN (RPR; TPPA) 86592 / 86780 <input type="checkbox"/> SYPHILIS TITER (RPR) 86593	
OTHER		Poxvirus PCR		Comments:	
<input type="checkbox"/> SEND OUT:		<input type="checkbox"/> VZV 87798			

EXHIBIT B

ADDENDUM TO CONTRACT/AGREEMENT (HIPAA Business Associate Agreement and Qualified Service Organization Agreement) (Revised 7/01/21)

This Addendum is attached to, and incorporated into the Agreement, entitled Personal Services Agreement between the County of Shasta and the County of Humboldt, dated as of the last date it is signed by both parties.

Definitions.

All terms and phrases used, but not otherwise defined in this Addendum, shall have the same meaning as those terms are defined in 45 Code of Federal Regulations (CFR), subtitle A, subchapter C, parts 160 and 164 and 42 CFR Part 2. All section references in this Addendum are to Title 45 and Title 42 of the CFR unless otherwise specified.

- (a) Business Associate. “Business Associate” shall mean the Party with whom County of Shasta is contracting, as referenced above.
- (b) Underlying Agreement. “Underlying Agreement” shall mean the agreement or contract between the County of Shasta and the Business Associate, to which this Addendum is attached and incorporated.
- (c) Covered Entity. “Covered Entity” shall mean the covered components of the County of Shasta hybrid entity which are subject to the standards for privacy and security of Title 45, Code of Federal Regulations, subchapter C, Parts 160 and 164.
- (d) Program. “Program” shall mean (1) an individual or entity (other than a general medical facility) who holds itself out as providing, and provides, substance use disorder diagnosis, treatment, or referral for treatment; or (2) an identified unit within a general medical facility that holds itself out as providing, and provides, substance use disorder diagnosis, treatment, or referral for treatment; or (3) medical personnel or other staff in a general medical facility whose primary function is the provision of substance use disorder diagnosis, treatment, or referral for treatment and who are identified as such providers.
- (e) Qualified Service Organization. “Qualified Service Organization” shall mean an individual or entity who (1) provides services to a Part 2 program, such as data processing, bill collecting, dosage preparation, laboratory analyses, or legal, accounting, population health management, medical staffing, or other professional services, or services to prevent or treat child abuse or neglect, including training on nutrition and child care and individual and group therapy, and (2) has entered into a written agreement with a Part 2 program under which that individual or entity: (i) acknowledges that in receiving, storing, processing, or otherwise dealing with any

patient records from the Part 2 program, it is fully bound by the regulations in this part; and (ii) if necessary, will resist in judicial proceedings any efforts to obtain access to patient identifying information related to substance use disorder diagnosis, treatment, or referral for treatment except as permitted by the regulations in this part.

Obligations and Activities of Business Associate.

Business Associate shall:

- (a) Not use or disclose Protected Health Information (PHI), or Electronic Protected Health Information (EPHI), other than as permitted or required by this Addendum or as required by law.
- (b) Use appropriate safeguards and comply with Subpart C of Title 45, Code of Federal Regulations, Part 164 with respect to EPHI, to prevent use or disclosure of PHI or EPHI other than as provided for by this Addendum and the Underlying Agreement.
- (c) If a pattern of activity or practice of an agent, including a subcontractor, constitutes a material breach or violation of the requirements of this Addendum and/or the Underlying Agreement, cure the breach or end the violation, as applicable, and if such steps are unsuccessful, terminate the subcontract or other agreement.
- (d) Report, immediately, to Covered Entity's Privacy and/or Security Officer any use or disclosure of PHI or EPHI not provided for by this Addendum and/or the Underlying Agreement of which it becomes aware, including breaches of unsecured PHI as required in Section 164.410. A report including at least the following information: (a) a brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known; (b) a description of the types of unsecured protected health information that were involved in the breach, including the approximate number of individuals affected (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved); (c) a brief description of what the Covered Entity involved is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches. Business Associate shall provide the report to Covered Entity's Privacy and/or Security Officer no later than 24 hours from the date the breach was discovered or, if exercising due diligence, should have been discovered.
- (e) Business Associate is responsible for any and all costs related to notification of individuals or next of kin (if the individual is deceased) as required in Section 164.412, of any Security or Privacy breach reported by Business Associate to Covered Entity.
- (f) Ensure that any agent, including a subcontractor, to whom it provides PHI or EPHI received from, or created or received by Business Associate on behalf of Covered

Entity, agrees to the same restrictions and conditions that apply through this Addendum and the Underlying Agreement to Business Associate with respect to such information.

- (g) Provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to PHI and EPHI information in a designated record set, to Covered Entity or, as directed by Covered Entity, to an individual in order to meet the requirements under Section 164.524. **[Not necessary if Business Associate does not have protected health information in a designated record set.]**
- (h) Make any amendment(s) to PHI and EPHI in a designated record set that the Covered Entity directs or agrees to make pursuant to Section 164.526 at the request of Covered Entity or an individual, and in the time and manner designated by Covered Entity. **[Not necessary if Business Associate does not have protected health information in a designated record set.]**
- (i) Make internal practices, books, and records, including policies and procedures and PHI and EPHI, relating to the use and disclosure of PHI and EPHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary (i.e., the federal Secretary of Health and Human Services [HHS], or to any officer or employee of HHS to the authority involved has been delegated), in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the law.
- (j) Document disclosures of PHI and EPHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures in accordance with Section 164.528.
- (k) Provide to Covered Entity or an individual, in the time and manner designated by Covered Entity, information collected regarding disclosures of PHI and EPHI, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures in accordance with Section 164.528.
- (l) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and EPHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity, as required by law. In addition, Business Associate shall ensure that any agent, including a subcontractor, to whom it provides PHI or EPHI agrees to implement reasonable and appropriate safeguards to protect it.
- (m) Ensure that all employees of Business Associate that handle or access PHI or EPHI undergo annual training regarding the safeguarding of PHI and EPHI.

- (n) To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of Title 45, Code of Federal Regulations, Part 164, comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.

Permitted Uses and Disclosures by Business Associate.

Except as otherwise limited in this Addendum and the Underlying Agreement, Business Associate may use or disclose PHI and EPHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate the law if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

Obligations of Covered Entity.

- (a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with Section 164.520, to the extent that such limitation(s) may affect Business Associate's use or disclosure of PHI and EPHI.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by individual to use or disclose PHI and EPHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI and EPHI.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI and EPHI that Covered Entity has agreed to in accordance with Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI and EPHI.

Permissible Requests by Covered Entity.

Covered Entity shall not request Business Associate to use or disclose PHI and EPHI in any manner that would not be permissible under the law if done by Covered Entity.

Qualified Service Organization Agreement.

Covered Entity and Business Associate hereby agree this agreement constitutes a QS OA as required by 42 CFR Part 2. Accordingly, information obtained by Business Associate relating to individuals who may have been diagnosed as needing, or who have received, substance use disorder treatment services shall be maintained and used only for the purposes intended under this Agreement and in conformity with all applicable provisions of 42 USC § 290dd-2 and the underlying federal regulations, Part 2, and acknowledges that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with any information received from Covered Entity identifying or otherwise relating to patients in the Program ("protected information"), it is fully bound by the provisions of the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, Part 2.

Qualified Service Organization Shall:

- (a) Agree to resist any efforts in judicial proceedings to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, Part 2.
- (b) Furthermore, notwithstanding any other language in the Agreement, acknowledge and agree that any patient information received from Covered Entity protected by Part 2 is subject to protections prohibiting QSO from disclosing such information to agents or subcontractors without a QSOA between QSO and its agent or subcontractor.

Term and Termination.

The provisions of this Addendum shall supersede the provisions of the Underlying Agreement insofar as they relate to the term and termination of the Underlying Agreement.

- (a) Term. The provisions of this Addendum shall be effective as of the Effective Date of the Underlying Agreement and shall terminate when all of the PHI and EPHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity or, if it is infeasible to return or destroy, protections are extended to such information, in accordance with the termination provisions in this Addendum.
- (b) Termination for Cause. Upon County of Shasta's knowledge of a material breach by Business Associate of the provisions of this Addendum, County of Shasta may terminate this Addendum and the Underlying Agreement immediately upon oral notice.
- (c) Effect of Termination.
 - (1) Except as provided in paragraph (c)(2) of this provision, upon termination of this Addendum and the Underlying Agreement, for any reason, Business Associate shall return or destroy, in a confidential manner, all PHI and EPHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI and EPHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of said PHI and EPHI.
 - (2) In the event that Business Associate determines that returning or destroying the PHI and EPHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon the agreement of Covered Entity that return or destruction is infeasible, Business Associate shall extend the protections of this Addendum to such PHI and EPHI and limit further uses and disclosures to

those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI and EPHI.

Miscellaneous.

- (a) *Amendment.* The Parties agree to take such action as is necessary to amend this Addendum and the Underlying Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, and the regulations enacted pursuant thereto. Any such amendment may be signed on behalf of the County of Shasta by the County Executive Officer, or his or her designee(s), provided that such amendment is in substantially the same format as the County of Shasta's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101) and is approved by County Counsel as to form.
- (b) *Survival.* The respective rights and obligations of Business Associate under the provision of this Addendum entitled "Effect of Termination" shall survive the termination of the Underlying Agreement.
- (c) *Interpretation.* Any ambiguity in this Addendum and the Underlying Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.
- (d) *Indemnification.* ~~To the fullest extent permitted by law, Business Associate shall indemnify and hold harmless Covered Entity, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Business Associate, or by any of Business Associate's subcontractors, any person employed under Business Associate, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of Covered Entity. Business Associate shall also, at Business Associate's own expense, defend the Covered Entity, its elected officials, officers, employees, agents, and volunteers against any claim, suit, action or proceeding brought against Covered Entity, its elected officials, officers, employees, agents, and volunteers arising from the work or the provision of services undertaken pursuant to this agreement by Business Associate, or any of Business Associate's subcontractors, any person employed under Business Associate, or under any subcontractor, or in any capacity. Refer to Section 10 of the agreement on page 5.~~