

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM
3.38
(ID # 2500)**

MEETING DATE:
Tuesday, December 13, 2016


FROM : RUHS-PUBLIC HEALTH:

SUBJECT: RUHS-PUBLIC HEALTH: Ratify and execute the agreement with BioRad Laboratories, Inc. for HIV/Hepatitis Assays and Tests without seeking competitive bids for three years; ALL Districts. [\$450,000 Department Revenue]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and execute the agreement with BioRad Laboratories, Inc. for HIV/Hepatitis Assays and Tests without seeking competitive bids for three years for a total aggregate amount of \$450,000; and,
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability fiscal funding and as approved by County Counsel to; sign amendments that do not change the substantive terms of the agreement; and sign amendments to the compensation provisions that do not exceed 10% annually.

ACTION: Policy


Christopher Hans 12/7/2016

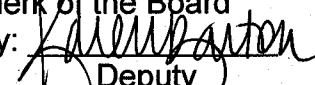
FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 150,000	\$ 150,000	\$ 450,000	\$
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$
SOURCE OF FUNDS: 100% Department Revenue			Budget Adjustment:	No
			For Fiscal Year:	16/17-18/19

C.E.O. RECOMMENDATION:

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Ashley and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione Washington and Ashley
Nays: None
Absent: Benoit
Date: December 13, 2016
xc: RUHS-Public Health, Purchasing

Kecia Harper-Ihem
 Clerk of the Board
 By: 
 Deputy

3-38

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

BACKGROUND:

Summary

The RUHS-PH laboratory is currently performing HIV / Hepatitis Assay and Tests on the BioRAD EVOLIS platform. All tests have been extensively validated for performance and have proven to produce quality results. The tests are interfaced with STARLIMS, the RUHS-PHL laboratory information management system which allows for efficient, automated result entry and reporting. The GS HIV Combo Ag/Ab EIA is part of the current CDC testing algorithm for diagnosing HIV infection and can detect HIV approximately 15 days post infection which is a great benefit for the patients being tested.

Impact on Residents and Businesses

The RUHS-PHL protects the health of the residents and visitors of Riverside County by performing both diagnostic and surveillance testing for agents of communicable diseases such as HIV, hepatitis, West Nile Virus and syphilis.

Additional Fiscal Information

Funds for this contract have been allocated for the FY16/17 budget. Budget adjustments are not necessary. Estimated contract costs are based on reports extracted from county's financial system.

Contract History and Price Reasonableness

RFP HSARC-248, for HIV / Hepatitis Assay and Tests closed on July 12, 2013 with 2 bidders responding. The award was made to Bio-Rad Laboratories Inc. for their very competitive pricing on all assays and tests. There is only one vendor available, Bio-Rad Laboratories Inc. that distributes all the tests that RUHS-PHL performs, excluding Quantiferon and West Nile Virus. The EVOLIS instrument is an open platform and is also able to accommodate the Quantiferon and West Nile Virus assays using Flex-E software.


Lisi Brandl, Director of Purchasing and Fleet Services

11/29/2016


Susana Garcia

11/29/2016



Sarah S. Mack, Director
Cameron Kaiser, M.D., Public Health Officer

Date: October 18, 2016
From: Sara Mack
To: Board of Supervisors
Via: Purchasing Agent
Subject: Sole Source Procurement, Request for BioRad HIV/Hepatitis Assays and Tests

The below information is provided in support of my Department requesting approval for a sole source.

1. **Supplier being requested:** Bio-Rad Laboratories Inc.
2. **Vendor ID:** 272
3. **Supply/Service being requested:** BioRad HIV/Hepatitis Assays and Tests:

- Hepatitis B Surface Antigen
- Hepatitis C antibody
- Hepatitis A IgM antibody
- Hepatitis B core IgM antibody
- Hepatitis B surface antibody
- Hepatitis A total antibody
- Hepatitis B core total antibody
- Hepatitis B surface antigen confirmation
- 4th Generation HIV Combo
- HIV 1/2 PLUS O

4. **Alternative suppliers that can or might be able to provide supply/service and extent of market search conducted:** There is only one vendor available (BioRAD) that distributes all the tests that RUHS-PHL performs, excluding Quantiferon and West Nile Virus. The EVOLIS instrument is an open platform and is able to accommodate the Quantiferon and West Nile Virus assays using Flex-E software. RFP HSARC-248 for HIV /Hepatitis Assay and Tests closed on July 12, 2013 with 2 bidders, responding. The award was made to Bio-Rad Laboratories Inc. for a period of 1 year renewable for 2 additional years, renewable in 1 year increments.
5. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:** If multiple vendors were chosen, that would require additional equipment. Additionally, while the installation and validation process being

Sarah S. Mack, M.P.H., Director Cameron Kaiser, M.D., Public Health Officer

4065 County Circle Drive, Riverside, Ca, 92503 / 951.358.7036 / www.rivcoph.org



Sarah S. Mack, Director
Cameron Kaiser, M.D., Public Health Officer

completed, it is required that RUHD-PHL maintains the old testing instrument as well as the new testing instrument. RUHS-PHL has limited space and would not be able to accommodate additional equipment.

6. **Reasons why my department requires these unique features and what benefit will accrue to the county:**

The RUHS-PH laboratory is currently performing all tests listed above on the BioRAD EVOLIS platform. All tests have been extensively validated for performance and have proven to produce quality results. The tests are interfaced with STARLIMS, the RUHS-PHL laboratory information management system which allows for efficient, automated result entry and reporting. The GS-HIV Combo Ag/Ab EIA is part of the current CDC testing algorithm for diagnosing HIV infection and can detect HIV approximately 15 days post infection which is a great benefit for the patients being tested.

7. **Period of Performance:** 3 Years From: July 1, 2016 to June 30, 2019

Is this an annually renewable contract? No Yes
Is this a fixed term agreement: No Yes

8. **Identify all costs for this requested purchase. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained. (Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)**

Description	FY16/17	FY17/18	FY18/19	Total
Ongoing Costs:				
Bio-Rad Consumables	150,000	150,000	150,000	450,000
Total Costs	150,000	150,000	150,000	450,000

9. **Price Reasonableness:** RFP HSARC-248, for HIV / Hepatitis Assay and Tests closed on July 12, 2013 with 2 bidders, responding. The award was made to Bio-Rad Laboratories Inc. for their very competitive pricing on all assays and tests.

10. **Projected Board of Supervisor Date:** October 18, 2016 *November 15, 2016*

Sarah S. Mack
Department Head Signature
(or designee)

Sarah Mack
Print Name

11/15/16
Date

Sarah S. Mack, M.P.H., Director Cameron Kaiser, M.D., Public Health Officer

4065 County Circle Drive, Riverside, Ca. 92503 / 951.358.7036 / www.rivcoph.org

10/18/14
Sole Source Request - Bio Rad/Hepatitis Assay
Bio-Rad Laboratories * Tests

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Not to exceed: \$ 150,000.00 One-time

Annual Amount through June 30, 2019
(Date)

Ann Brandt

10/31/14

17-147

Purchasing Agent:

Date

Approval Number

(Reference on Purchasing Documents)

List Attachments: Bio-Rad Agreement HSARC-19352-001-07/19

AGREEMENT

for

HIV / Hepatitis Assays and Tests

between

COUNTY OF RIVERSIDE

and

Bio-Rad Laboratories, Inc.



RFP#HSARC-248

BOS Agenda 7 SSJ#

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Form #116-310--Dated: 2/01/2016

DEC 13 2016

3.38

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This Agreement, made and entered into this 1st day of July, 2016, by and between Bio-Rad Laboratories, Inc, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all products and services at the price as outlined and specified in Exhibit A, consisting of two pages, of this Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective July 1, 2016 and continues in effect through July 31, 2019, unless terminated earlier. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit A, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$150,000.00 annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit A, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the term of this agreement. Should County determine another county facility in Southern California is receiving lower prices for the same services and quantities,

3.2 No price increases will be permitted during the term of this agreement. Should County determine another county facility in Southern California is receiving lower prices for the same services and quantities, County may submit written request for such lower pricing from Contractor and pricing will be negotiated to mutual agreement of both parties.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

County of Riverside Department of Public Health
P.O. Box 7849
Riverside, CA 92513

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (HSARC-19352-001-07/19); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance

under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1 COUNTY may terminate this Agreement without cause upon 90 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon thirty (30) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS), Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed

by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2. CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related nonprofit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR acknowledges that COUNTY collects confidential and other personal information concerning its patient's medical condition, care, and treatment as contemplated in 45 C.F.R. § 164.501 (hereinafter referred to as "Protected Health Information"). CONTRACTOR acknowledges that COUNTY has a legal obligation to keep Protected Health Information confidential and that the unauthorized use and/or disclosure of Protected Health Information could irreparably damage COUNTY and/or its patients. Therefore, CONTRACTOR and/or CONTRACTOR's employees, agents, sub-contractors or representatives will not and are strictly forbidden from gaining access to Protected Health Information. If CONTRACTOR inadvertently receives such information from COUNTY, it will immediately return such information to COUNTY and will not retain any copies thereof. Any employees that view such information agree to return it to COUNTY and not retain any copies thereof.

16.3 For the purpose of this Agreement, confidential information ("Confidential Information") shall be labeled "Confidential" and shall mean all proprietary, secret or confidential information or data relating to CONTRACTOR or COUNTY and their respective operations, employees, services or customers. CONTRACTOR and COUNTY agree to (i) maintain the confidentiality of the other's Confidential Information (ii) not disclose Confidential Information to third parties without the express written permission of the disclosing party, and (iii) use Confidential Information solely to advance the purpose of this Agreement. Confidential Information does not include information that:

- a) was in the receiving party's possession before receipt from the disclosing party,
- b) is or becomes available to the public through no fault of the receiving party,
- c) is received in good faith by the receiving party from a third party and is not subject to an obligation of confidentiality owed to the third party, or
- d) is independently developed by the receiving party without reference to information received under this Agreement.

COUNTY agrees that it will only disclose de-identified information regarding its patients. CONTRACTOR has no need for and will not accept individually identifiable healthcare information regarding anyone,

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Purchasing and Fleet Services
Attn: Richard P. Strickland
2980 Washington Street
Riverside, CA 92504

CONTRACTOR

Bio-Rad Laboratories
Erica Floden
Government Contracts
6565 185th Avenue N.E.
Redmond, WA 98052

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form DE 542 to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any

questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any third-party liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of CONTRACTOR'S performance under this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to reasonable attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services. This indemnity obligation shall be offset by any culpability attributable to an Indemnitee.

21.2 Subject to the above, with respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M.BEST rating of not less than A: VII (A:7) unless such requirements are waived, in writing, by the County Risk Manager.

2) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with a properly executed original Certificate(s) of Insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, CONTRACTOR will endeavor to provide within thirty (30) days and COUNTY may request, another properly executed original Certificate of Insurance. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance. An individual authorized by the insurance carrier shall sign the Certificate of Insurance.

3) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

4) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to request an adjustment to the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

5) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

6) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY, such consent to not be unreasonably withheld. CONTRACTOR reserves the right to assign this Agreement to any successor of CONTRACTOR's particular business which pertains to the goods and services under this Agreement, in the event there is a change of control or sale.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations,

proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: *John J. Benoit*
John J. Benoit, Chairman
Board of Supervisors

CONTRACTOR, Bio-Rad Laboratories Inc.

By: *Janette J. Stockert*
Name: Janette J. Stockert
Title: Contract Administration Supervisor
Government Contract/ Paralegal

Digitally signed by Janette J. Stockert
DN: cn=Janette J. Stockert, o=Bio-Rad Laboratories Inc., ou=Contract Administration, email=janette.stockert@bio-rad.com, c=US
Date: 2016.10.17 12:32:27 -0700

Dated: DEC 13 2016

Dated: October 17, 2016

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: *Kecia Harper-Ihem*
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: *Neal Kipnis* 10/17/16
Neal Kipnis,
Deputy County Counsel

EXHIBIT A
Tests and Price

Test	Annual Usage	Price Per Test
Hepatitis B Surface Antigen	3900	\$1.05
Hepatitis C antibody	2800	\$5.15
Hepatitis A IgM antibody	2300	\$2.85
Hepatitis B core IgM antibody	2300	\$2.85
Hepatitis B surface antibody	650	\$2.75
Hepatitis A total antibody	400	\$2.75
Hepatitis B core total antibody	400	\$3.00
Hepatitis B surface antigen confirmation	35	\$5.00
4th Generation HIV Combo (for Bio-Rad only)	8500	\$3.25
Onsite Annual Maintenance and Support Services per section 5		No Charge

1. Daily/Weekly/Monthly CORRECTIVE MAINTENANCE - Includes unlimited on-site corrective maintenance and 2 preventive maintenance visits per year. Agreement covers all labor, parts and travel expenses incurred by Bio-Rad during the performance of these services. Preventive Maintenance will be scheduled with the customer for the purpose of lubricating, cleaning, calibrating, aligning, and verifying the accuracy and performance of the instrument. 5 days/week, Monday - Friday, 08:00 am to 06:00 pm (excluding national holidays).

Bio-Rad list consumables and their cost for the number of each test listed above.		
Anti-HAV IgM, MONOL Barcode Kit, Cat. #26190	1	\$0.00
Anti-HAV, MONOLISA Barcode Kit, Cat. #26189	1	\$0.00
Anti-HBs EIA Barcode Kit, Cat. #25280	1	\$0.00
GSC HBsAG 3.0 Barcode Kit, Cat. #25115	1	\$0.00
GSC HBsAG 3.0 Confirmatory Barcode Kit, Cat. #25163	1	\$0.00
MONOLISA Anti-HBc Barcode Kit, Cat. #26184	1	\$0.00
MONOLISA Anti-HBcIgM Barcode Kit, Cat. #26185	1	\$0.00
MONOLISA Anti-HBs Calibrator Kit, Cat. #25219	1	\$0.00
ODS Ortho HCV 3.0 Barcode Kit, Cat. #31113	1	\$0.00
GSC HIV 1-2 Plus O Barcode Kit, Cat. #25064A	1	\$0.00
BC Kit, HIV Combo Ag/Ab BV Seq, Cat. #26214A	As needed	\$0.00
PE Kit, Pippetor-washer, Cat. #89894	5	\$0.00
Tips, Conductive, 1100 ul, 960/bx, Cat. #25098	10452	\$0.00
Tips, Conductive, 300 ul, 960/bx, Cat. #25097	27965	\$0.00
All Controls, Calibrators, Wash Reagents, included in each of the kits for the reagents listed above.	Included	No cost
UPS, Cat. #4260206	1	\$0.00
Workstation Table, Cat. #25167	1	\$0.00
Instrument Service, 2 PM per year	1	\$0.00