

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



ITEM
3.54
(ID # 3610)

MEETING DATE:

Tuesday, March 7, 2017

FROM : RUHS-PUBLIC HEALTH:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM – PUBLIC HEALTH: Approve the multi - year Agreement with County of San Bernardino Department of Public Health Laboratory for Emergency Lab Testing Services. All Districts. [\$500 annually for a total contract of \$2,000 - 100% Department Revenue Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the multi-year Agreement between the County of San Bernardino Department of Public Health and the Riverside University Health System - Public Health in the amount of \$500 annually for the performance period of April 5, 2017 through June 30, 2021; and
2. Authorize the Director of Public Health, based on the availability of fiscal funding and as approved by County Counsel, to sign subsequent amendments that do not change the substantive terms of the agreement.

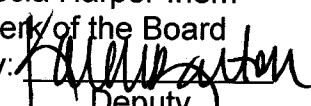
ACTION: Policy


Sarah S Mack, Director of Public Health 2/13/2017

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington and Ashley
Nays: None
Absent: None
Date: March 7, 2017
xc: Public Health

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:
COST	\$ 500	\$ 500	\$ 2,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Department Revenue Funds			Budget Adjustment: No	
			For Fiscal Year: 16/17-20/21	

C.E.O. RECOMMENDATION: APPROVE

BACKGROUND:

Summary

The Riverside University Health System – Public Health Laboratory (RUHS-PHL) regularly submits specimens to the San Bernardino County Public Health Laboratory (SBPHL) for mycology and Select Agent confirmatory testing. RUHS-PHL does not perform these tests in house.

Additionally, RUHS-PHL utilizes SBPHL as a back-up for laboratory testing in the event RUHS-PHL is unable to perform a test due to instrument failure or other unforeseen event, such as an emergency, where additional surge capacity may be needed. Similarly, SBPHL utilizes RUHS-PHL as a back-up for laboratory testing.

Upon establishment of this agreement, RUHS-PH will meet requirements set by the Public Health Accreditation Board (PHAB) as well as limiting the disruption of PHL laboratory services for both Riverside and San Bernardino Counties.

Impact on Residents and Businesses

The RUHS-PHL provides efficient, technologically advanced, and timely testing of human and animal specimens. Tests offered at public health labs are often not available at commercial laboratories and are specialized for infectious diseases including, but not limited to Zika, West Nile Virus, E. coli O157, and influenza. In the event of an emergency, RUHS-PHL and SBPHL would provide surge testing to provide continued protection of the public's health for our neighboring counties.



 Gregory V. Priamos, Director County Counsel 2/15/2017

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010

Post Office Box 1147, Riverside, Ca 92502-1147

Thank you.

MEMORANDUM OF UNDERSTANDING
Between
Department of Public Health
and
County of Riverside
for
Emergency Laboratory Testing Services

WHEREAS, The Department of Public Health, hereinafter referred to as DPH, desires to provide and has the need for laboratory testing services for human infectious diseases of public health importance; and

WHEREAS, County of Riverside, hereinafter referred to as Contractor, desires to provide and has the need for laboratory testing services for human infectious disease of public health importance; and

WHEREAS, both DPH and Contractor operate a qualified Public Health Laboratory suitable to provide such testing services and find it is of mutual benefit to both parties to perform these services for each other as set forth below; and

NOW THEREFORE, DPH and Contractor mutually agree to the following terms and conditions:

MAR 07 2017 3.54

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ATTACHMENT A – SAN BERNARDINO COUNTY LABORATORY SERVICES AND FEES
ATTACHMENT B – CONTRACTOR/COUNTY OF RIVERSIDE LABORATORY SERVICES AND FEES

I. MUTUAL SERVICE RESPONSIBILITIES

DPH and Contractor shall:

- A. Provide all equipment, materials, supplies, personnel, licenses, and permits to provide full public health laboratory services related to communicable diseases and other conditions of public health importance on clinical and environmental samples.
- B. Provide a current Specimen Collection Manual describing tests available, appropriate specimens for testing, specimen transportation criteria, critical values for each test, and expected test turnaround time.
- C. Provide most routine supplies necessary for collection of specimens free of charge. In most cases these supplies will be transported by commercial carrier within one week of request.
- D. Perform the necessary laboratory tests, upon request of DPH or Contractor's ordering physician, unless the specimen is unsatisfactory for testing.

In the event a specimen is unsatisfactory for testing, DPH or Contractor will be notified within 24 hours by fax or phone. The unsatisfactory specimen will be held at the laboratory for one week before disposal or returned to DPH or Contractor at their request. Contact information must be on file or on the requisition.
- E. For some testing algorithms, initially positive tests will be confirmed with further tests. Additional charges may apply. If the original submitter does not want confirmation or follow-up tests, this must be indicated on the original laboratory test request form under "Submitter comments."
- F. Provide routine testing needs during regular business hours: Monday through Friday, 8:00 a.m. to 5:00 p.m. The lab is closed on weekends and County holidays.
- G. Provide Laboratory Testing Services in the event of an emergency or high volume demand:
 1. These Laboratory Testing Services should be available as needed 24/7 for limited periods of time to be agreed on by both DPH and Contractor.
 2. Provide access to Laboratory staff 24/7 through the duty officer phone line.
 3. If both DPH or Contractor have excessive testing needs, prioritize testing so the most critical testing is performed first regardless of the submitting laboratory.
- H. Ensure laboratory reports meet the following specifications:
 1. Computer printed on 8.5 by 11-inch paper.
 2. Faxed to DPH or Contractor within one (1) business day of test completion.
 3. Results outside established reference range will be marked or separated from normal results for easy identification. Critical results will be reported to DPH or Contractor on the same day by phone or fax if requested.
 4. Results of tests from separate individuals will be on separate report forms.
 5. If sufficient sample exists, specimens shall be retained for at least ten (10) days after the results are reported to allow for repeat or additional testing.
- I. Maintain, in effect at all times during the term of the agreement, current licenses, certifications, and permits in accordance with Federal, State, and local government requirements as follows:
 1. Certified by the California Department of Public Health as a public health laboratory.

2. Medicare certified laboratory with average proficiency at least 95%. A copy of the graded proficiency test results will be available upon request.
 3. Current and valid Clinical Laboratory Improvement Amendments (CLIA) Certificate of Compliance. A copy will be available upon request.
- J. Develop and implement procedures and provide all forms necessary to administer services when needed. Ensure that all forms are filled out completely and legibly as instructed.
- K. Order supplies as needed, providing detailed instructions for handling.
- L. Ensure specimens are correctly labeled, stored, and transported.
1. DPH or Contractor will obtain specimens using standard methods. Specimens will be obtained by each other's personnel and transported by courier for testing per instructions provided.
 2. DPH or Contractor will arrange for timely transport of the specimens to the laboratory during regular business hours. Special arrangements will need to be made for delivery outside regular business hours.
 3. Test Reporting: Requests for copies of final reports must be submitted in writing.
- M. Provide each other with a main contact phone number in the event additional information is needed. The contact phone number for DPH is (909) 458-9430. The contact phone number for Contractor is (951) 358-5070.
- N. Provide technical support on an as needed basis.
- O. Establish mutually satisfactory methods for the exchange of such information as may be necessary in order that each party may perform its duties and functions under this agreement and appropriate procedures to ensure all information is safeguarded from improper disclosure in accordance with applicable State and Federal laws and regulations.
- P. Establish mutually satisfactory methods for problem resolution at the lowest possible level as the optimum, with a procedure to mobilize problem resolution up through DPH or Contractor's mutual chain of command, as deemed necessary.
- Q. Develop procedures for resolving grievances including the specific steps to follow and the time limits for resolution.
- R. Protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this MOU, except for statistical information not identifying any participant. DPH or Contractor shall not use or disclose any identifying information for any other purpose other than carrying out each other's obligations under this MOU, except as may be otherwise required by law. This provision will remain in force even after the termination of the MOU.
- S. Agree not to enter into any subcontracting agreements for work contemplated under the MOU without first obtaining written approval from the other party. Any subcontractor shall be subject to the same provisions as DPH and Contractor in addition to all terms and conditions in this MOU. DPH and Contractor shall be fully responsible for the performance of their own subcontractors.
- T. Will maintain all records and books pertaining to the delivery of services under this MOU and demonstrate accountability for MOU performance.

- U. Not assign this MOU in whole or in part without the written consent of either party.

II. FISCAL PROVISIONS

- A. The total dollar amount of this Agreement will be determined by the total number and nature of the requests made by each other based on established rates. The consideration to be paid, as provided herein, shall be in full payment for all services and expenses incurred in the performance hereof, including travel and per diem.
- B. There is no guaranteed minimum or maximum number of requests to be made under this MOU.
- C. DPH or Contractor will submit invoices on a monthly basis when services are performed. Reimbursement will be made on a fee-for-service basis based on established rates.
 - 1. The fees for DPH are established by the Board of Supervisors, the most current of which are in Attachment A – San Bernardino County Laboratory Services and Fees. These fees are updated July 1 of each year.
 - 2. The fees for Contractor are included in Attachment B – Contractor/County of Riverside Laboratory Services and Fees.
 - 3. Any testing performed that is not included in the established fee chart(s) will be charged at a mutually agreed rate to cover the cost of performing tests.
- D. When services are provided by DPH, Contractor shall remit payment to DPH within sixty (60) days of receipt of invoice. Payments shall be sent to:

Department of Public Health
Finance and Administrative Services
172 W. Third Street
San Bernardino, CA 92415
- E. When services are provided by Contractor, DPH shall remit payment to Contractor within sixty (60) days of receipt of invoice. Payments shall be sent to:

County of Riverside
Department of Public Health – Fiscal Accounts Receivable
P.O. Box 78409
Riverside, CA 92513
- F. Specimens or cultures may be submitted to the California Department of Public Health (CDPH) Laboratory or Centers for Disease Control and Prevention (CDC) Laboratory for follow-up testing at no additional cost.

III. TERM

This MOU is effective as of April 5th, 2017 and expires June 30, 2021, but may be terminated earlier in accordance with provisions of Section IV of this MOU.

IV. EARLY TERMINATION

- A. This MOU may be terminated without cause upon thirty (30) days written notice by either party. The DPH's Director is authorized to exercise DPH's rights with respect to any termination of this MOU. The Contractor's Director, or his/her appointed designee, has authority to terminate this MOU on behalf of Contractor.
- B. DPH and Contractor will only be reimbursed for costs and uncancelable obligations incurred prior to the date of termination. DPH and Contractor will not be reimbursed for costs incurred after the date of termination.
- C. If, during the term of this MOU, State and/or Federal funds appropriated for the purposes of this MOU are reduced or eliminated, DPH and Contractor may immediately terminate this MOU upon written notice to the other party.

V. GENERAL PROVISIONS

- A. No waiver of any of the provisions of the MOU documents shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under any MOU document shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- B. Any alterations, variations, modifications, or waivers of provisions of the MOU, unless specifically allowed in the MOU, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this MOU. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- C. Each party to this agreement agrees to indemnify and hold harmless the other party and its officers, employees, agents and volunteers from any and all claims or actions arising from the other party's acts, errors or omissions and for any costs or expenses incurred by the party on account of any claim therefore.
- D. Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the California Confidentiality of Medical Information Act, the Information Practices Act and other statutes pertaining to the protection of health information, regulations have been promulgated governing the privacy of health information. Both parties to this Agreement acknowledge that they are governed by these provisions and agree to protect the information shared pursuant to this Agreement in conformity with the requirements of the applicable laws.

VI. CONCLUSION

- A. This MOU, consisting of seven (7) pages and Attachments A and B, is the full and complete document describing services to be rendered by Contractor to DPH, and DPH to Contractor, including all covenants, conditions and benefits.
- B. The signatures of the Parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective departments to the terms and conditions set forth in this document.

COUNTY OF SAN BERNARDINO

▶ _____
Robert A. Lovingood, Chairman, Board of Supervisors

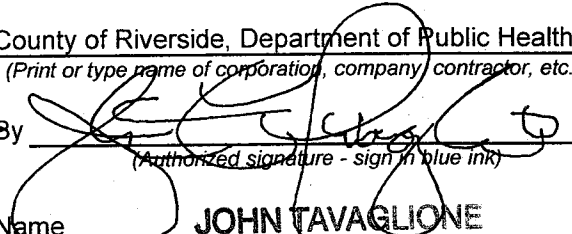
Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

County of Riverside, Department of Public Health
(Print or type name of corporation, company, contractor, etc.)

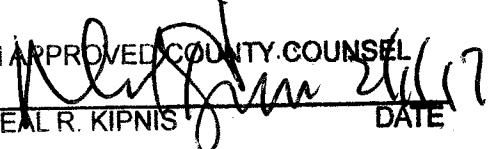
By  _____
(Authorized signature - sign in blue ink)


Name **JOHN TAVAGLIONE** _____
(Print or type name of person signing contract)

Title **CHAIRMAN, BOARD OF SUPERVISORS** _____
(Print or Type)

Dated: **MAR 07 2017** _____

Address **P.O. Box 7600/4065 County Circle Dr.** _____
Riverside, CA 92503 _____

FORM APPROVED COUNTY COUNSEL
BY:  _____ DATE _____
NEAL R. KIPNIS

ATTEST:
KECIA HARPER-IHEM, Clerk
By  _____
DEPUTY

SAN BERNARDINO COUNTY LABORATORY SERVICES AND FEES

	<u>Fee</u>	<u>CPT Code</u>
<u>Bacteriology</u>		
Culture - Primary Gonorrhea	\$15.00	87070
Culture - Stool Salmonella-Shigella	\$35.00	87045
Culture - Stool E.coli O157: H7	\$35.00	87046
Shiga Toxin	\$25.00	87427
Culture - Misc Bacterial	\$15.00	87070
Culture - Urine	\$15.00	87086
Culture - B-Strep with typing	\$15.00	87070
Aerobic Bacteria ID	\$50.00	87077
<u>Clinical Technology</u>		
Occult Blood - Fecal	\$21.00	82274
Sperm County / Motility	\$15.00	89310
Urinalysis – Microscopic Only	\$15.00	81015
Vaginal Wet Mount – KOH and Saline	\$15.00	87210
ProTest Autoclave Sterility Check	\$10.00	none
<u>Mycology</u>		
Culture - Fungal	\$30.00	87102
Fungus ID Mold	\$50.00	87107
Fungus ID Yeast	\$50.00	87106
Systemic Fungus DNA Probe	\$100.00	87797
<u>Mycobacteriology</u>		
AFB Smear (Rhodamine-Auramine)	\$10.00	87206
Specimen Concentration	\$10.00	87015
Culture - Mycobacteria Screening	\$50.00	87116
Hospital Lab Culture Screening (MGIT)	\$25.00	none
MTB Amplification Probe (NAAT)	\$85.00	87556
MAC Nucleic Acid Probe	\$31.00	87560
MTB Nucleic Acid Probe	\$31.00	87555
M. Gordonae Nucleic Acid Probe	\$31.00	87149
M. Kansasii Probe	\$31.00	87550
TB Susceptibility Broth Method (per drug)	\$25.00	87188
HPLC Isolate Identification	\$56.00	87143
Quantiferon	\$70.00	86480
<u>Parasitology</u>		
Blood Smear - Parasite Exam	\$20.00	87207
<u>Serology</u>		
CD4 / CD8 Quant & Ratio	\$80.00	86360
Hepatitis A - Antibody, IgM	\$18.00	86709

ATTACHMENT A

	<u>Fee</u>	<u>CPT Code</u>
Hepatitis A - Antibodies Total	\$18.00	86708
Hepatitis B - Core Antibody Total	\$18.00	86704
Hepatitis B - Surface Antibody	\$18.00	86706
Hepatitis B - Surface Antigen	\$18.00	87340
HbsAg Confirmation	\$25.00	87341
Hepatitis C - Antibody By EIA	\$25.00	86803
HIV-1 Ag/ HIV-1/2 Ab Combo EIA	\$25.00	87389
HIV-1/2 Geenius	\$50.00	86701/86702
Rabies FRA Examination	\$50.00	None
Syphilis Screen-RPR	\$8.00	86592
Syphilis Confirmation-RPR Titer	\$10.00	86593
Syphilis Confirmation-TPPA	\$20.00	86780
West Nile Ab	\$30.00	86789
West Nile IgM	\$30.00	86788
<u>Molecular Biology</u>		
Chlamydia Amplification Probe	\$40.00	87491
NG Amplification Probe	\$40.00	87591
Influenza PCR: each agent	\$50.00	87798
Bordetella PCR	\$50.00	87798
Norovirus PCR	\$50.00	87798
Measles PCR	\$50.00	87798
Enterovirus PCR	\$50.00	87798
HIV-1 PCR Quantitative	\$120.00	87536
HIV-1 PCR Qualitative	\$50.00	87535
<u>Non-diagnostic General Health Assessment (NGHA)</u>		
Annual Certificate (new or renewal)	\$132.00	none
Amendment (additional sites/dates/tests)	\$38.00	none

ATTACHMENT B

**CONTRACTOR/COUNTY OF RIVERSIDE
LABORATORY SERVICES AND FEES**

Test Name	CPT Code	Fee
Bacteriology		
Culture 0157 E. coli	87046	\$ 3.00
Culture Aerobic	87070	\$ 10.00
Culture Bordetella pertussis	87081	\$ 8.00
Culture Campylobacter	87046	\$ 3.00
Culture Enteric	87045	\$ 11.00
Culture for Identification	87077	\$ 9.00
Culture Gonorrhea (GC)	87081	\$ 8.00
Culture Group A strep (Throat)	87081	\$ 8.00
Culture Group B strep (vaginal/rectal)	87081	\$ 8.00
Culture Salmonella/Shigella	87045	\$ 11.00
Shiga-toxin 1 EIA	87427	\$ 11.00
Shiga-toxin 2 EIA	87427	\$ 11.00
FA Bordetella pertussis	87265	\$ 11.00
Gram Stain	87205	\$ 5.00
Mycobacteriology		
Acid Fast Smear (Auramine)	87206	\$ 6.00
Culture TB (includes MOTT)	87116	\$ 10.00
GeneXpert MTB/RIF	87556	\$ 75.00
Mycobacteria DNA Probe	87149	\$ 23.00
Mycobacteria Antibiotic sensitivities (6 total)	87190	\$ 5.00
QuantiFERON-TB	86480	\$ 40.00
HIV/Hepatitis Serology		
HIV 1/2 Multispot	86701/2	\$ 23.00
HIV Antibody Screen (Oral) (send-out to LBPHL)	86703	\$ 13.00
HIV Antigen/Antibody Combo Screen	86703	\$ 13.00
Hepatitis A IgM Antibody	86709	\$ 13.00
Hepatitis A Total Antibody	86708	\$ 14.00
Hepatitis B Core IgM Antibody	86705	\$ 14.00
Hepatitis B Core Total Antibody	86704	\$ 14.00
Hepatitis B Surface Antibody	86706	\$ 12.00
Hepatitis B Surface Antigen	87340	\$ 12.00
Hepatitis B Surface Antigen PLUS (Confirmatory)	87341	\$ 12.00
Hepatitis C Antibody	86803	\$ 16.00
General Serology		
Syphilis (RPR) - Qualitative	86592	\$ 5.00
Syphilis (RPR) - Quantitative	86593	\$ 5.00
Syphilis (TPPA) Confirmation	86780	\$ 16.00
Syphilis Serum EIA Screen	86592	\$ 5.00

ATTACHMENT B

**CONTRACTOR/COUNTY OF RIVERSIDE
LABORATORY SERVICES AND FEES**

	CPT Code	Fee
Rubella IgG Antibody	86762	\$ 16.00
West Nile Virus Antibody Screen	86788	\$ 19.00
West Nile Virus IgG Confirmation	86789	\$ 17.00
West Nile Virus IgM Confirmation	86788	\$ 19.00
Molecular Testing		
Amplification Probe - Chlamydia by Genprobe	87491	\$ 39.00
Amplification Probe - Gonorrhea by Genprobe	87591	\$ 39.00
PCR - Influenzae A/B	87797	\$ 23.00
PCR - Norovirus	87797	\$ 23.00
Blood Lead Screen	83655	\$ 23.00
Virology		
Culture Virus (Herpes)	87252	\$ 23.00
FA Herpes Simplex Virus (HSV1)	87274	\$ 11.00
FA Herpes Simplex Virus (HSV2)	87273	\$ 11.00
Parasitology		
FA Cryptosporidium/Giardia	87269/72	\$ 21.00
FA Pneumocystis carinii	87281	\$ 11.00
Fecal Leukocyte	87205	\$ 7.00
Ova & Parasite - Concentration	87177	\$ 10.00
Ova & Parasite - Trichrome	87209	\$ 21.00
ID of Parasite (Malaria)	87169	\$ 5.00
Pinworm	87172	\$ 5.00
Miscellaneous		
FA Rabies	N/A	\$ 50.00
Fungus for Identification (send-out to SBPHL)	87102	\$ 30.00
Fungus ID Mold (send-out to SBPHL)	87107	\$ 50.00
Fungus ID Yeast (send-out to SBPHL)	87106	\$ 50.00