

**AGREEMENT FOR LABORATORY SERVICES  
BETWEEN  
COUNTY OF SANTA BARBARA  
AND  
[Medical Agency]**

*THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and [Medical Agency] (hereafter MEDICAL AGENCY) having its principal place of business at XXXXXX wherein COUNTY agrees to provide the laboratory services specified herein.*

WHEREAS, the Public Health Department's Public Health Laboratory ("Laboratory") is certified by the California Department of Health Services to provide human diagnostic testing services, and

WHEREAS, MEDICAL AGENCY has requested that the Public Health Department perform laboratory tests on its behalf;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DESIGNATED REPRESENTATIVE.** Michael Hartley at phone number (805) 681 5255 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. **XXXX XXXXX at phone number (805) XXX XXXX** is the authorized representative for MEDICAL AGENCY. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To COUNTY:                   Margaret Granger  
                                      Contracts Unit  
                                      Public Health Department  
                                      300 North San Antonio Road, Bldg 8  
                                      Santa Barbara, CA 93117-1332

To **[Medical Agency]**:XXXX  
                                      XXXX  
                                      XXXX  
                                      XXXX

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. **SCOPE OF SERVICES.** COUNTY agrees to provide services in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. **TERM.** CONTRACT shall commence on **XXXXX, 2007** and continue from year to year until either party provides written notice of termination as provided in Section 10 hereto.

5. **COMPENSATION OF COUNTY.** COUNTY shall be paid at the established Laboratory fees. Fees are subject to change. The County will make every effort to provide notification of changes to fees beyond the public notice process required by government code. MEDICAL AGENCY shall pay invoices submitted by COUNTY within thirty (30) days of submission. MEDICAL AGENCY shall be responsible to bill any and all third party payers.

6. **INDEPENDENT CONTRACTOR.** COUNTY and MEDICAL AGENCY agree that the relationship created by this Agreement is that of two independent contracting parties. At no time whatsoever shall MEDICAL AGENCY or MEDICAL AGENCY employees be regarded as agents, servants or employees of the COUNTY as a result of the services performed pursuant to this Agreement.

7. **STANDARD OF PERFORMANCE.** COUNTY represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, COUNTY shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which COUNTY is engaged. All products of whatsoever nature, which COUNTY delivers pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in COUNTY'S profession. COUNTY shall correct or revise any errors or omissions, at MEDICAL AGENCY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by COUNTY without additional compensation.

The COUNTY'S Laboratory will perform the human diagnostic testing services subject to and in accordance with the Laboratory's "Laboratory Procedures" manuals, and any applicable federal or state laws and regulations in connection with the work required by this Agreement including the Clinical Laboratory Improvement Amendments of 1988 (CLIA), 42 USC 263a. The Laboratory will handle and test all specimens for FDA approved tests in accordance with the technical requirements specified in the Federal Drug Administration (FDA) package insert for the applicable test.

MEDICAL AGENCY will handle all specimens in accordance with the conditions specified in the Federal Drug Administration (FDA) package insert for the applicable test. MEDICAL AGENCY will submit all specimens to the Laboratory in compliance with the requirements of EXHIBIT A and the **Santa Barbara County Public Health Laboratory Specimen Requirements Manual** a copy of which has been provided to the MEDICAL AGENCY and is also available at <http://www.sbcphd.org/documents/dcp/phlab/manual.pdf>.

COUNTY will notify MEDICAL AGENCY of the results of the tests in accordance with the turnaround time specified in the Specimen Requirements Manual. The COUNTY will either electronically transmit or send by certified mail a copy of the test results to a representative of MEDICAL AGENCY as designated in writing by MEDICAL AGENCY.

8. **INSURANCE.** The County of Santa Barbara is self-insured for any general, automobile, professional and/or medical malpractice liability losses up to \$500,000 per occurrence combined single limit for bodily injury and property damage. In addition, the County is permissibly self-insured for any workers' compensation loss. The County purchases excess liability insurance with limits in excess of \$1,000,000 through the CSAC Excess Insurance Authority, a joint power authority.

9. **ASSIGNMENT.** COUNTY shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of MEDICAL AGENCY and any attempt

to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

10. **TERMINATION.** Either party may terminate this Agreement upon sixty (60) days written notice to the other party. MEDICAL AGENCY shall pay COUNTY for all tests performed up until the date of termination.

11. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

12. **NO WAIVER OF DEFAULT.** No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

13. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

14. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

15. **CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

16. **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, MEDICAL AGENCY hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which MEDICAL AGENCY is obligated, which breach would have a material effect hereon.

17. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

Agreement for Laboratory Services between the **County of Santa Barbara** and **[Medical Agency]**.

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on the date executed by COUNTY.

APPROVED AS TO FORM:  
STEPHEN SHANE STARK  
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:  
ROBERT W GEIS, CPA  
AUDITOR-CONTROLLER

By: \_\_\_\_\_  
Deputy County Counsel

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
ELLIOT SCHULMAN  
PUBLIC HEALTH DEPARTMENT

APPROVED AS TO FORM:  
RAY AROMATORIO  
RISK MANAGEMENT

By: \_\_\_\_\_  
Director Public Health Department

By: \_\_\_\_\_  
Risk Manager

Agreement for Laboratory Services between the **County of Santa Barbara** and ***[Medical Agency]***.

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on the date executed by COUNTY.

***[Medical Agency]***

By: \_\_\_\_\_

TaxID Number: \_\_\_\_\_

## EXHIBIT A

### STATEMENT OF WORK AND FEE SCHEDULE

COUNTY Public Health Laboratory will be responsible for transporting the specimens to the Laboratory in compliance with **Santa Barbara County Public Health Laboratory Specimen Requirements Manual**.

In certain circumstances, MEDICAL AGENCY will be responsible for delivering the specimens to the COUNTY Public Health Laboratory with delivery of the specimens to comply with **Santa Barbara County Public Health Laboratory Specimen Requirements Manual** available at <http://www.sbcphd.org/documents/dcp/phlab/manual.pdf>.

TEST	FEE
Tuberculosis Mycobacteriology Testing (including appropriate specimen processing, culture, isolation and identification of all clinically significant species of Mycobacteria. Drug susceptibility testing will be provided only for isolates of Mycobacterium tuberculosis complex.	Established Laboratory Fees
Nucleic Acid Amplification Tests for Mycobacterium tuberculosis complex (NAAT-TB) on specimens positive for Acid Fast Bacilli (AFB) by microscopic examination	Established Laboratory Fees
Other available laboratory tests regularly performed by PHD Laboratory	Established Laboratory Fees