AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND COUNTY OF BUTTE

This agreement is entered into between the County of Tehama, ("Tehama") and the County of Butte a political subdivision of the State of California, hereinafter referred to as ("Butte") through its Department of Public Health, for the purpose of public health lab testing services for communicable diseases.

1. RESPONSIBILITIES OF BUTTE

During the term of this agreement, Butte shall:

- A. Provide Public Health Laboratory testing services for Tehama County Health Services Agency as described in the most current Butte County Master Fee Schedule, attached hereto and incorporated as Exhibit B.
- Use the procedures approved by the California Department of Public Health B. ("CDPH") in providing these Public Health laboratory tests. Butte County Public Health Laboratory ("BCPHL") shall maintain its compliance with the minimum requirements of a public health laboratory according to the California Code of Regulations, Title 17, Section 1078, available at (https://govt.westlaw.com/calregs/Document/I9C12BDD15A2011EC8227000D3A7C4 BC3?viewType=FullText&listSource=Search&originationContext=Search+Result&tra nsitionType=SearchItem&contextData=(sc.Search)&navigationPath=Search%2fv1%2f results%2fnavigation%2fi0a899cf90000019249e57f127c70bc16%3fppcid%3d443323d b4b484b4786377cdaa93ec5df%26Nav%3dREGULATION_PUBLICVIEW%26fragm entIdentifier%3dI9C12BDD15A2011EC8227000D3A7C4BC3%26startIndex%3d1%2 6transitionType%3dSearchItem%26contextData%3d%2528sc.Default%2529%26origi nationContext%3dSearch%2520Result&list=REGULATION_PUBLICVIEW&rank=1 &t_T1=17&t_T2=1078&t_S1=CA+ADC+s) and shall take part in quality control procedures deemed necessary by the CDPH during the time period of this agreement.

- C. Submit written or web-based reports of laboratory test results, per California Code of Regulations, Title 17, available at (https://govt.westlaw.com/calregs/Index?transitionType=Default&contextData=%28sc.Default%29) to Tehama's designated contact person or designee on a timely basis. Further, Butte shall report by telephone to the contact person for Public Health, test results of diagnostic significance.
- D. Report unsatisfactory specimens, as defined by samples that don't meet standardized testing protocols, to Tehama within 24 hours of receipt.
- E. Provide a thirty-day advance notice advising Tehama of any revisions to the Butte County Master Fee schedule approved by the Butte County Board of Supervisors.

2. <u>RESPONSIBILITIES OF TEHAMA</u>

- A. Submit a properly completed Butte County Public Health Laboratory Submittal Form per request for laboratory testing, attached hereto and incorporated as Exhibit C.
- B. Authorized official must complete and submit the "Client Contact Information
 Confirmation" form to BCPHL annually, attached hereto and incorporated as Exhibit
 D.
- C. Notify BCPHL that specimen shall be transported to their laboratory via email at Phlab@buttecounty.net.
- D. Deliver all specimen in accordance with approved laboratory protocols to BCPHL located at 695 Oleander Avenue in Chico, CA 95926, which is open Monday through Friday 8:00 am to 5:00 pm unless there is a holiday.
- E. Tehama shall compensate Butte for said services pursuant to Section 3 and 4 of this agreement.

3. COMPENSATION

Butte shall be paid in accordance with the rates set forth in the Butte County Master Fee Schedule, attached hereto as Exhibit B, after satisfactorily completing the duties described in this Agreement. The Maximum Compensation payable under this Agreement shall not exceed \$20,000.00. Butte shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Butte shall have no claim against Tehama for payment of

any compensation or reimbursement, of any kind whatsoever, for any service provided by Butte after the expiration or other termination of this Agreement. Butte shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Butte agrees that Tehama has no obligation, whatsoever, to compensate or reimburse Butte for any expenses, direct or indirect costs, expenditures, or charges of any nature by Butte that exceed the Maximum Compensation amount set forth above. Should Butte receive any such payment it shall immediately notify Tehama and shall immediately repay all such funds to Tehama. This provision shall survive the expiration or other termination of this Agreement.

4. <u>BILLING AND PAYMENT</u>

On or before the 15th of each month, Butte shall submit to Tehama an itemized invoice for all services rendered during the preceding calendar month. Tehama shall make payment of all undisputed amounts within 30 days of receipt of Butte's invoice. Tehama shall be obligated to pay only for services properly invoiced in accordance with this section.

Butte shall individually bill each Tehama department directly. Invoices for each Tehama department shall be sent to the following address:

Tehama County Health Services Agency Attn: Accounts Payable PO Box 400 Red Bluff, CA 96080

Tehama County Animal Services PO Box 38 Red Bluff, CA 96080

Tehama County Department of Agriculture PO Box 38 Red Bluff, CA 96080

Tehama County Environmental Health 633 Washington St. Room 36 Red Bluff, CA 96080 Tehama County Sheriff's Office PO Box 729 Red Bluff, CA 96080

Tehama County Parks Department 727 Oak St. Red Bluff, CA 96080 (The name of the park must be referenced on all invoices)

5. TERM OF AGREEMENT

This agreement shall commence upon execution, and shall terminate on June 30, 2026, unless terminated in accordance with section 6 below.

6. TERMINATION OF AGREEMENT

If Butte fails to perform his/her duties to the satisfaction of Tehama, or if Butte fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Butte violates any of the terms or provisions of this agreement, then Tehama shall have the right to terminate this agreement effective immediately upon Tehama giving written notice thereof to Butte. Either party may terminate this agreement on 30 days' written notice. Tehama shall pay Butte for all work satisfactorily completed as of the date of notice. Tehama may terminate this agreement immediately upon oral notice should funding cease or be materially decreased or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

Tehama's right to terminate this agreement may be exercised by the Health Services Agency's Executive Director.

7. ENTIRE AGREEMENT; MODIFICATION

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Butte shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Butte specifically acknowledges that in entering into and executing this agreement, Butte relies solely upon the provisions contained in this agreement and no other oral or written representation.

8. NONASSIGNMENT OF AGREEMENT

Inasmuch as this agreement is intended to secure the specialized services of Butte, Butte may not assign, transfer, delegate or sublet any interest herein without the prior written consent of Tehama.

9. <u>EMPLOYMENT STATUS</u>

Butte 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 Tehama to exercise discretion or control over the professional manner in which Butte performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Butte shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of Tehama is to ensure that the services shall be rendered and performed in a competent, efficient, and satisfactory manner. Butte shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Butte, if Butte were an employee of Tehama. Tehama shall not be liable for deductions for any amount for any purpose from Butte's compensation. Butte shall not be eligible for coverage under the County of Tehama's Workers Compensation Insurance Plan nor shall Butte be eligible for any other County of Tehama benefit.

10. <u>INDEMNIFICATION</u>

Butte shall defend, hold harmless, and indemnify Tehama, 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 Tehama), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of Tehama) being damaged, arising out of Butte's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Butte shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. Butte shall also defend and indemnify Tehama against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing

or regulatory agency against Tehama with respect to Butte's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

11. <u>INSURANCE</u>

Butte shall procure and maintain insurance pursuant to <u>Exhibit A</u>, "Insurance Requirements For Contractor," attached hereto and incorporated by reference.

12. PREVAILING WAGE

Butte certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services hereunder are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Butte agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, Tehama shall maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office and shall make this information available to any interested party upon request. Butte shall defend, indemnify, and hold Tehama, its elected officials, officers, employees, and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of Butte or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Butte specifically acknowledges that Tehama has not affirmatively represented to Butte in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a "public work." To the fullest extent permitted by law, Butte hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

Butte acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal or be awarded a contract for a

public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.1(n).

If the services are being performed as part of the applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Butte acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13. <u>NON-DISCRIMINATION</u>

Butte shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

14. GREEN PROCUREMENT POLICY

Through the Tehama County Resolution No. 2021-140, Tehama adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction's contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal, and they are available at the same or lesser cost of non-recycled products. Butte shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

15. COMPLIANCE WITH LAWS AND REGULATIONS

All services to be performed by Butte under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to Tehama immediately.

16. LAW AND VENUE

This agreement shall be deemed to be made in and shall be governed by and construed in

accordance with the laws of the State of California (excepting any conflict of law's provisions

which would serve to defeat application of California substantive law). Venue for any action

arising from this agreement shall be in Butte County, California.

17. <u>AUTHORITY</u>

Each party executing this Agreement and each person executing this Agreement in any

representative capacity, hereby fully and completely warrants to all other parties that he or she

has full and complete authority to bind the person or entity on whose behalf the signing party is

purposing to act.

18. <u>NOTICES</u>

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in

writing and shall be sent by first-class mail to the following addresses:

If to Tehama: Chief Administrator

727 Oak St.

Red Bluff, CA 96080

(530) 527-4655

If to Butte: Butte County Public Health Lab

695 Oleander Dr.

Chico, CA 95926 (530) 891-2747

Notice shall be deemed to be effective two days after mailing.

19. NON-EXCLUSIVE AGREEMENT

Butte understands that this is not an exclusive agreement, and that Tehama shall have the right to

negotiate with and enter into agreements with others providing the same or similar services to

those provided by Butte, or to perform such services with Tehama's own forces, as Tehama desires.

20. STANDARDS OF THE PROFESSION

Butte agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which Butte has been properly licensed to practice.

21. <u>LICENSING OR ACCREDITATION</u>

Where applicable the Butte shall maintain the appropriate license or accreditation through the life of this contract.

22. RESOLUTION OF AMBIGUITIES

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

23. NO THIRD-PARTY BENEFICIARIES

Neither party intends that any person shall have a cause of action against either of them as a third-party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct, or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

24. HARASSMENT

Butte agrees to make itself aware of and comply with Tehama's Harassment Policy, TCPR §8102: Harassment, which is available upon request. Tehama shall not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this policy may cause termination of this agreement.

25. ELECTORNIC SIGNATURES

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 (i) of Section 1633.2 of the Civil Code.

26. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

BUTTE acknowledges that it is a "health care provider" for purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations.

BUTTE agrees to use individually identifiable healthcare information obtained from TEHAMA only for purposes of providing diagnostic or treatment services to patients.

BUTTE agrees to report to TEHAMA any security incident or any use or disclosure of PHI (in any form) not provided for by this Agreement. Security incidents include attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. BUTTE shall make this report by the next business day following discovery of the use, disclosure, or security incident.

27. NOVATION

Through the act of Novation, the County of Butte and the County of Tehama desire to discharge County contract R42249, and parties now mutually agree to replace all obligations of parties, without recourse, with the valid terms, conditions and consideration contained herein.

IN WITNESS WHEREOF, Tehama and Butte have executed this agreement on the day and year

set forth below. **COUNTY OF TEHAMA** Date: Jayme S. Bottke, Executive Director Thomas A. Moss, Agricultural Commissioner/ Sealer of Weights & Measures Date: _____ Dave Kain, Sheriff-Coroner Date: _____ Tia Branton, Director Department of **Environmental Health** Levi Connor, Facilities Maintenance Director Department of Parks and Recreation Matt Hansen, Chairman, Board of Supervisors **COUNTY OF BUTTE** Sarah MacArthur, Deputy Director General Services Department Approved as to Form: **BUTTE COUNTY COUNSEL** Date: Reviewed for Contract Policy Compliance By: _____

General Services Contracts Division

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees, or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

<u>Professional Liability</u> (Contractor/Professional services standard agreement only) If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less

than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if coverage is written on a claims-made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an "occurrence" basis, rather than a "claims made" basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include "Tehama County, its elected officials, officers, employees and volunteers" as an additional insured.

The certificate holder shall be "County of Tehama."

<u>Deductibles and Self-Insured Retentions</u>

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that "coverage shall not be reduced or canceled without 30 days' prior written notice certain to the County."

Acceptability of Insurers

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the County. The County reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach.

Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences.

However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Exhibit B

DEPARTMENT OF PUBLIC HEALTH



202 Mira Loma Drive, Oroville, CA 95965 (P) 530.552.4000 (F) 530.538.2164

MASTER FEE SCHEDULE

Description	Amount	Per	Authority
L,	ABORATORY FEES		
A. Mycobacteriology			
1. AFB Smear only	\$15.00		
2. AFB Smear and Culture	\$41.00		
3. AFB Biopsy Smear & Culture	\$41.00		
4. Quantiferon	\$62.00		
Based on actual costs.			
B. Bacteriology			
1. Gram Stain	\$15.00		
2. Pertussis Culture (Whooping Cough)	\$37.00		
3. Bacterial Isolate for Identification	\$37.00		
4. Specimen for Identification	\$37.00		
C. Enteric Cultures			
 Routine Screen for Pathogens 	\$37.00		
2. Routine Screen for Pathogens -	\$29.00		
(Salmonella and Shigella only)	# 00.00		
3. Enteric Isolate for Identification	\$33.00		
4. Enteric Isolate for Identification - EEC only	\$33.00		
D. Mycology	***		
Fungus for Identification	\$43.00		
2. Yeast for Identification	\$78.00		
3. Direct Microscopic Exam (Fungus Isolate)	\$25.00		
E. Rabies			
1. Bat	\$60.00		
2. Necropsy and test, 0-80 lb. animal	\$123.00		
3. Necropsy and test, 80 lb. and above	\$144.00		
4. Reference Testing - Staining and Reading	\$48.00		
Only F. Insect Identification	\$25.00		
	Ψ23.00		
G. Syphilis Serology 1. RPR - Qualitative	\$15.00		
RPR - Quantitative	\$19.00 \$19.00		
Confirmatory Test	\$24.00		
H. Tick	φ24.00		
Identification	\$18.00		
	\$36.00		
2. IFA Testing for Borrelia Burgdorferi (lyme)	\$23.00		
I. Phlebotomy - Single or Multiple Tube Draw Fee	φ23.00		
J. Molecular Testing			
Chlamydia Trachomatis	\$56.00		
Neisseria Gonorrhea	\$56.00		
3. HCV Quantitative	\$69.00		
Mycoplasma genitalium	\$41.00		
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DEPARTMENT OF PUBLIC HEALTH

202 Mira Loma Drive, Oroville, CA 95965 (P) 530.552.4000 (F) 530.538.2164

MASTER FEE SCHEDULE

	Description	Amount	Per	Authority
5.	Norovirus	\$75.00		
	Charged at 15 minutes of the Laboratory Division Hourly	y Rate plus the actual o	cost of the test.	
6.	Influenza	\$70.75		
	Charged at 15 minutes of the Laboratory Division Hourly	y Rate plus the actual o	cost of the test.	
7.	Trichomonas	\$35.50		
	Charged at 15 minutes of the Laboratory Division Hourly	y Rate plus the actual o	cost of the test.	
K .	Parasites			
1.	Stool Ova & Parasite (O&P	\$30.00		
2.	Pinworm	\$14.00		
3.	Malaria Smear	\$26.00		
4.	Cryptosporidia/Giardia DFA (Direct Fluorescent Antibody)	\$62.00		
5.	Worm & Miscellaneous	\$34.00		
L. V	Water Testing - Colilert	\$25.00		
	Referred to Reference Lab - For	\$18.00		
	Identification (ID) or Confirmatory			
	Testing Packaging and Shipping			
	Overnight within California	\$18.00		
	Overnight, Outside California	\$78.00		
	-	·	Hour	
	Hourly Rate for Services Provided by the Laboratory Division of the Public Health Department	\$116.00	i loui	

Per hour fees to be charged in 15 minute increments.

Public Health Laboratory fees effective January 1, 2024.

^{*} Fee set by State or Federal legislation. The Master Fee Schedule will be updated to reflect any mandatory fee amendments established by future State or Federal legislation.

Exhibit C



Public Health Laboratory

Mark Pandori, Ph.D., HCLD (ABB) Laboratory Director CLIA #05 D06 17090

695 Oleander Avenue T: 530.891.2747 Chico, California 95926 F: 530.895.6660

T: 530.891.2747 buttecounty.net/publishealth

itterminty net/outlinhealth

Reserved for lab use

		MRN: Name (First):		Accession Date of Bi	rth	
	□ American Indian or A □ Black or African Ame □ Native Hawaiian or (erican	☐ Asian ☐ Other Race ☐ White		□No	spanic nt Hispanic known
□ Adventist Health □ Butte County Juvenile Hall □ Butte County College □ Butte County She fiff □ Butte County Coroner □ Butte County PH IDC □ Butte County Jail □ Table Mt Clinic		☐ CSU-Chico Student Health ☐ Oroville Hospital Lab ☐ Enibe Hospital Lab ☐ Other ☐ Glenn County Public Health ☐ Cleander Clinic			Action of the Control	
□ BAL □ Blood □ Bronch wash □ Bronchial brushing □ Cervical □ CSF	□ Ear □ Endocervical □ Environmental □ Eye □ Gastric as pirate □ Hair	□ Lung □ Lymph node □ Nail □ Nose □ NP □ Oral fluid	☐ Peritoneal fluid ☐ Plasma ☐ Pleural fluid ☐ Rectal ☐ Serum ☐ Sinus	□ Skin □ Sputum □ Stool □ Synovial □ Throat □ Tissue		☐ Tracheal aspirate ☐ Urethral ☐ Urine ☐ Vaginal ☐ Wound ☐ Other
□ B. pertussis cu	rdia trachomatis asma genitalium ria gonorrhea	ugh	☐ Fungal identi ☐ Gram stain ☐ Malaria – sm ☐ Norovirus - G ☐ Ova and Para ☐ Parasite – W ☐ Pinworm (E. ☐ PRNT ☐ RPR (qualita ☐ RPR (quantita) ☐ SARS-CoV-2	ear deneXpert a site form & Misce vermicularis tive)	ellaneo	AND
☐ Cryptosporidium/Giardia DFA ☐ Enteric – Routine enteric screen for pathogens ☐ Enteric – Routine screen for pathogens – Sal & Shigella ☐ Enteric isolate for identification – EEC only ☐ Enteric pathogen CI (Culture for Identification) ☐ Fungal direct microscopic exam (no culture)		□ TPPA □ Virology studies – Enterovirus/WNV □ Virology studies – Measles PCR □ Virology studies – Measles serology □ Other				

Comments:

Exhibit D



Public Health Department

Monica Soderstrom, RN, PHN, Director Dr. Jarett Beaudoin, MD, MPH, Health Officer

Administration Division - Finance Unit

202 Mira Loma Drive T: 530.552.4000 Oroville, California 95965 F: 530.538.2165

buttecounty.net/publichealth

CLIENT CONTACT INFORMATION CONFIRMATION

All laboratory results are considered to be confidential records, and therefore, subject to the Health Insurance Portability and Accountability Act (HIPAA). In order for Butte County Public Health Laboratory to transmit test results to requester agencies via fax, US mail, or email, the fields below must be completed fully, signed by an authorized official, and updated annually.

To comply with HIPPA:

- The fax machine (or fax system) used to receive results is located in an area where the transmission of confidential records is secured for privacy.
- All of our faxed documents have the following notice:

Unless otherwise indicated or obvious from the nature of the transmittal, the information in this facsimile message is privileged and confidential information intended for the use of the person named below. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error or are not sure whether it is privileged, please immediately notify us by telephone, and return the original message to us by mail. Thank you.

1.	Facility Name:	_
2.	Address:	
3.	Phone Number:	_
4.	Secure Fax Number for Receiving Results:	
5.	Secure Email Address for Receiving Results:	
6.	Contact Person:	_
7.	Form Completed By:	_
	Name:Title:	_
	Signature: Date:	

Once completed Fax to BCPHL 530-895-6660 or email Phlab@buttecountv.net