Agreement No. 26-384

COUNTY OF KINGS
AGREEMENT FOR SERVICES

THIS AGREEMENT ("Agreement") by and between the County of Kings, a political subdivision of the State of California (hereinafter called "County of Kings"), on behalf of Kings County Department of Public Health (KCDPH), and the **County of Fresno, a political subdivision of the State of California (hereinafter called "County of Fresno"), on behalf of Department of Public Health (FCDPH)** is entered into on August 11, 2026("Effective Date"), collectively the "parties." The parties agree as follows:

R E C I T A L S

WHEREAS, County of Kings desires to contract with County of Fresno for special services which consist of providing laboratory testing of all agreed upon specimens sent by the KCDPH; for the safety and wellbeing of each Party's residents; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable State, Federal and local laws, rules and regulations; and

WHEREAS, FCDPH is specially trained, experienced, and competent to perform such services in connection with testing for Disease Prevention, Control and Surveillance analysis for the safety and wellbeing of each Party's residents; and

WHEREAS, KCDPH is currently undergoing the construction of its public health laboratory. KCDPH is required to provide public health laboratory services, including clinical testing for patient specimens, surveillance specimens, and reference specimens, to assist in ensuring the safety and well-being of Kings County residents; and

WHEREAS, KCDPH intends to collaborate with FCDPH for laboratory testing services. Services include, but are not limited to, laboratory testing and timely responses for clinical testing of patient specimens, surveillance specimens, reference specimens and for California Code of Regulations (CCR)Title 17 ("Title 17") Reportable Diseases -and Conditions as detailed in **Exhibit B**; and

WHEREAS, the parties desire to set forth herein the terms and conditions under which said services shall be furnished; and

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

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1. TERM.

The term of this Agreement shall begin on the date of its full execution by both parties, through June 30, 2028, unless terminated earlier as provided herein.

The right to terminate this Agreement under this section may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

A. Without Cause. Either party shall have the right to terminate this Agreement without cause by giving the other party thirty (30) calendar days prior written notice of its intention to terminate pursuant to this provision, specifying the date of termination. If the termination is for non-appropriation of funds, the either party may terminate this Agreement effective immediately.

B. With Cause. Agreement may be terminated by either party should the other party materially breach this Agreement. Upon a material breach, the non-defaulting party shall provide written notice to the defaulting party, of its intention to terminate this Agreement and allow a period of ten (10) days to cure the breach. If the breach is not remedied within that ten (10) day period, the non-defaulting party may terminate the Agreement on further written notice specifying the date of termination.

C. Agreement may be suspended immediately and shall be provided in writing when there are disruptions to FCDPH operations, including but not limited to workforce, facilities emergencies, natural disasters, testing surge, etc.

2. KCDPH RESPONSIBILITIES: KCDPH shall be responsible for and accomplish the following.

A. KCDPH shall provide specimens at their cost to FCDPH in accordance with Department of Transportation Hazardous Materials Regulations' Category A and Category B classifications (49 C.F.R. Parts 171-180).

B. KCDPH may submit specimens to FCDPH for testing pertaining to Title 17 Reportable Diseases and Conditions. The parties acknowledge that the list of reportable diseases may change according to the State of California regulations. FCDPH and KCDPH shall adhere to the most current Title 17 reporting requirements as updated by the California Department of Public Health.

C. Provide a liaison between FCDPH and KCDPH medical providers, patients and pertinent parties on matters pertinent to public health, including proper specimen collection, personal protective equipment recommendations, and assistance with accessing and interpreting public health laboratory testing services and results.

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D. Liaison with the California Department of Public Health as necessary for KCDPH test results and reporting.

E. Enter/process information into California Reportable Disease Information Exchange (CalREDIE) and other State, Federal and local disease information exchange platforms.

3. FCDPH RESPONSIBILITIES: FCDPH shall be responsible for and accomplish the following.

A. FCDPH agrees to furnish the personnel and equipment necessary to perform all laboratory testing services in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto.

B. FCDPH will follow CLIA testing requirements for KCDPH specimen testing for Kings County samples congruently with FCDPH's existing testing priorities and its established practices.

C. All services will be provided in accordance with County, State, and Federal client/consumer confidentiality requirements.

D. FCDPH will report in accordance with Title 17, Section 2505 requirements, including phone notifications and automatic electronic laboratory reporting into CalREDIE. Title 17 reportable communicable diseases list is attached as Exhibit B.

E. FCDPH shall submit a monthly report to KCDPH which itemizes the number and type of specimens received and the tests performed.

F. Provide KCDPH access to the FCDPH LIMS to view testing results, reports, and monitor progress. FCDPH shall immediately notify the KCDPH Director or designee by telephone if laboratory test results indicate a public health threat or diagnostic significance, or whose results are believed to contain information significant to public health.

G. FCDPH agrees to provide the KCDPH Epidemiology staff with limited access to the Laboratory information system by the FCDPH Laboratory. This access is intended solely for data retrieval and review purposes essential to establishing workload parameters. The KCDPH designated staff shall only extract data, perform lookups, and review results within the system as deemed necessary for their designated tasks.

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H. Submit billing for services on a monthly invoice statement, and in accordance with Exhibit A.

4. BOTH KCDPH AND FCDPH SHALL BE RESPONSIBLE FOR THE FOLLOWING:

A. Billing Discrepancies: Both parties will provide one person to address billing questions and discrepancies. The parties agree to respond to inquiries in a timely manner - within seven (7) business days. If discrepancies cannot be resolved within 15 business days, the matter shall be escalated to the respective Directors of Public Health for resolution.

B. The parties will be required to assume full responsibility for all services and activities offered in the Agreement. The parties may not subcontract or transfer the contract or any right or obligation arising out of the contract without first having obtained the express written consent of the requesting party.

5. GENERAL TERMS AND CONDITIONS:

A. **Conflict with Laws or Regulations / Severability:** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision will be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, then the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the Agreement will continue in full force and effect.

B. **Entire Agreement:** This Agreement represents the entire agreement between FCDPH and KCDPH as to its subject matter, and no prior oral or written understanding will be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

C. **Insurance Requirements:** The parties are each responsible for their own insurance and shall maintain appropriate coverage for their respective activities under this Agreement.

D. **Indemnification:** To the full extent permitted by law, the parties shall each defend, indemnify and hold harmless each other as well as their respective officers, agents, employees, volunteers or representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account, arising out of or connected with any acts or omissions of that party or its officers, agents, employees, volunteers, or contractors or their subcontractors, when performing any activities or obligations required of that party under

this Agreement. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

E. **Subcontracting:** The parties may not subcontract or transfer the Agreement or any right or obligation arising out of the Agreement without first having obtained the express written consent of the requesting party.

F. **System Changes:** The parties shall provide at least sixty (60) days' written notice for any system changes affecting laboratory reporting, invoicing, or communication. The notice should include what change is taking place, when it is happening, what is causing the change, what will be impacted, and how it will be implemented. If the changes impact existing account numbers, the parties will provide detailed steps that will be taken to avoid duplicate billing.

G. **Independent Contractor:** FCDPH is an independent contractor and not an agent, officer, or employee of the KCDPH. This Agreement is by and between two (2) independent contractors and is not intended to, nor will it be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

H. **HIPAA:** FCDPH shall comply with all state and federal confidentiality laws including, but limited to, the Health Insurance Portability and Accessibility Act ("HIPAA") and its regulations as amended.

I. **Recitals and Electronic Signatures:** This Agreement, including its Recitals and Exhibits, are fully incorporated into and are integral parts of this Agreement.

The Parties may execute this Agreement by electronic means, and in two (2) or more counterparts that together constitute one (1) Agreement.

REMAINDER OF PAGE INTENTIONALLY BLANK

SIGNATURES ON FOLLOWING PAGE

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF KINGS

By _____
Evan Jones, Purchasing Manager
Kings County Board of Supervisors

FRESNO COUNTY DEPARTMENT OF PUBLIC HEALTH

By _____
Garry Bredefeld, Chairman
of the Board of Supervisors of the
County of Fresno

RISK MANAGEMENT APPROVED AS TO INSURANCE

Berenice Yepez for

By 980C2449F9E550C497B2520A9881C434 readysign
Sarah Poots, Risk Manager

For Fresno County accounting use only:
Org No.: 56201620
Account No.: 4601
Fund No.: 0001
Subclass No.:10000

APPROVED AS TO FORM
Laurie Avedisian-Favini, County Counsel
County of Kings

_____
Crystal M. Pizano, Deputy County Counsel

Attest:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By _____
Deputy

Exhibits/Attachments:
Exhibit A: Compensation
Exhibit B: Title 17 List
Exhibit C: Fresno County Department of Public Health Laboratory Test Rates

Exhibit A - Compensation

Fees for services under this agreement shall be in accordance with the respective Fiscal Year, FCDPH pricing terms set within Exhibit (A), as they pertain to Public Health Laboratory functions. Rates are subject to change based on the Medicare Approved Fee Schedule or actual cost.

KCDPH shall pay up to the maximum of $45,000 for the term of this Agreement.

The parties' respective Directors of Public Health, hereinafter referred to as "Directors", are hereby granted the authority to negotiate prices for services that are not explicitly listed within the Agreement. In situations where services are required during an emergency but are not covered under the existing agreement, the Directors are empowered to engage in negotiations with one another to establish fair and reasonable pricing terms. In the event of an emergency, the Directors shall consult with their Purchasing Agent, County Counsel and/or County Risk Management. The negotiated prices shall be taken into consideration, other factors such as prevailing market rates, industry standards, and the specific nature and urgency of the services required. The Directors shall promptly inform both parties of any negotiated prices and seek their approval before finalizing any agreements related to pricing for additional services.

FCDPH shall submit invoices to KCDPH describing the services rendered, the date(s) of service and the charges.

FCDPH shall submit invoices to KCDPH via emailed to the KCDPH Accounts Payable department at: Health.orders@co.kings.ca.us. All final invoices shall be submitted within sixty (60) days of the expiration or termination of this Agreement.

KCDPH shall remit payment for approved invoices within thirty (30) calendar days of receipt. The paying Party shall remit any payment to the submitting Party's address specified in the respective invoice.

KCDPH shall not be responsible for any charges or expenses incurred by FCDPH, his/her agents, employees or independent contractors, other than those listed herein, in connection with the performance of services hereunder unless authorized in advance in writing by KCDPH.

Incidental Expenses. Each Party is solely responsible for all of its respective costs and expenses that are not specified as payable by the other Party under this Agreement.

Any and/or all payments made under this Agreement shall be paid by check, payable to the order of FCDPH and be mailed or delivered to the following mailing address for purposes of invoices:

County of Fresno

Department of Public Health – Business Office

1221 Fulton St.

Fresno, CA 93721

E-mail: dphboap@fresnocountyca.gov

Exhibit B – Title 17, California Code of Regulations (CCR) §2500, §2593, §2641.5-2643.20, and §2800-2812 Reportable Diseases and Conditions *

§ 2500. REPORTING TO THE LOCAL HEALTH AUTHORITY.

- **§ 2500(b)** It shall be the duty of every health care provider, knowing of or in attendance on a case or suspected case of any of the diseases or condition listed below, to report to the local health officer for the jurisdiction where the patient resides. Where no health care provider is in attendance, any individual having knowledge of a person who is suspected to be suffering from one of the diseases or conditions listed below may make such a report to the local health officer for the jurisdiction where the patient resides.

- **§ 2500(c)** The administrator of each health facility, clinic, or other setting where more than one health care provider may know of a case, a suspected case or an outbreak of disease within the facility shall establish and be responsible for administrative procedures to assure that reports are made to the local officer.

- **§ 2500(a)(14)** "Health care provider" means a physician and surgeon, a veterinarian, a podiatrist, a nurse practitioner, a physician assistant, a registered nurse, a nurse midwife, a school nurse, an infection control practitioner, a medical examiner, a coroner, or a dentist.

URGENCY REPORTING REQUIREMENTS [17 CCR §2500(h)(i)]

✆! = Report immediately by telephone (designated by a ♦ in regulations).
† = Report immediately by telephone when two or more cases or suspected cases of foodborne disease from separate households are suspected to have the same source of illness (designated by a ● in regulations).
✆ = Report by telephone within one working day of identification (designated by a + in regulations).
FAX ✆✉ = Report by electronic transmission (including FAX), telephone, or mail within one working day of identification (designated by a + in regulations).
WEEK = All other diseases/conditions should be reported by electronic transmission (including FAX), telephone, or mail within seven calendar days of identification.

REPORTABLE COMMUNICABLE DISEASES §2500(j)

Disease Name	Urgency	Disease Name	Urgency
Anaplasmosis	WEEK	Listeriosis	FAX ✆✉
Anthrax, human or animal	✆!	Lyme Disease	WEEK
Babesiosis	FAX ✆✉	Malaria	FAX ✆✉
Botulism (Infant, Foodborne, Wound, Other)	✆!	Measles (Rubeola)	✆!
Brucellosis, animal (except infections due to *Brucella canis*)	WEEK	Meningitis, Specify Etiology: Viral, Bacterial, Fungal, Parasitic	FAX ✆✉
Brucellosis, human	✆!	Meningococcal Infections	✆!
Campylobacteriosis	FAX ✆✉	Middle East Respiratory Syndrome (MERS)	✆!

Disease Name	Urgency	Disease Name	Urgency
Candida auris, colonization or infection	✆	Monkeypox or orthopox virus infection	✆
Chancroid	WEEK	Mumps	WEEK
Chickenpox (Varicella) (Outbreaks, hospitalizations and deaths)	FAX ✆✉	Novel Coronavirus Infection	✆!
Chikungunya Virus Infection	FAX ✆✉	Novel Virus Infection with Pandemic Potential	✆!
Cholera	✆!	Paralytic Shellfish Poisoning	✆!
Ciguatera Fish Poisoning	✆!	Paratyphoid Fever	FAX ✆✉
Coccidioidomycosis	WEEK	Pertussis (Whooping Cough)	FAX ✆✉
Coronavirus Disease 2019 (COVID-19)	✆	Plague, human or animal	✆!
Creutzfeldt-Jakob Disease (CJD) and other Transmissible Spongiform Encephalopathies (TSE)	WEEK	Poliovirus Infection	FAX ✆✉
Cryptosporidiosis	FAX ✆✉	Psittacosis	FAX ✆✉
Cyclosporiasis	WEEK	Q Fever	FAX ✆✉
Cysticercosis or taeniasis	WEEK	Rabies, human or animal	✆!
Dengue Virus Infection	FAX ✆✉	Relapsing Fever	FAX ✆✉
Diphtheria	✆!	Respiratory Syncytial Virus-associated deaths in laboratory-confirmed cases less than five years of age	WEEK
Domoic Acid Poisoning (Amnesic Shellfish Poisoning)	✆!	Rickettsial Diseases (non-Rocky Mountain Spotted Fever), including Typhus and Typhus-like illnesses	WEEK
Ehrlichiosis	WEEK	Rocky Mountain Spotted Fever	WEEK
Encephalitis, Specify Etiology: Viral, Bacterial, Fungal, Parasitic	FAX ✆✉	Rubella (German Measles)	WEEK
Escherichia coli: shiga toxin producing (STEC) including *E. coli* O157	FAX ✆✉	Rubella Syndrome, Congenital	WEEK
Flavivirus infection of undetermined species	✆!	Salmonellosis (Other than Typhoid Fever)	FAX ✆✉
Foodborne Disease	†FAX ✆✉	Scombroid Fish Poisoning	✆!
Giardiasis	WEEK	Shiga toxin (detected in feces)	✆!
Gonococcal Infections	WEEK	Shigellosis	FAX ✆✉
Haemophilus influenzae, invasive disease, all serotypes (report an incident less than 5 years of age)	FAX ✆✉	Smallpox(Variola)	✆!

Disease Name	Urgency	Disease Name	Urgency
Hantavirus Infections	FAX ✆✉	Syphilis (all stages, including congenital)	FAX ✆✉
Hemolytic Uremic Syndrome	✆!	Tetanus	WEEK
Hepatitis A, acute infection	FAX ✆✉	Trichinosis	FAX ✆✉
Hepatitis B (specify acute, chronic, or perinatal)	WEEK	Tuberculosis	FAX ✆✉
Hepatitis C (specify acute, chronic, or perinatal)	WEEK	Tularemia, animal	WEEK
Hepatitis D (Delta) (specify acute case or chronic)	WEEK	Tularemia, human	✆!
Hepatitis E, acute infection	WEEK	Typhoid Fever, Cases and Carriers	FAX ✆✉
Human Immunodeficiency Virus (HIV), acute infection	✆	*Vibrio* Infections	FAX ✆✉
Human Immunodeficiency Virus (HIV) infection, any stage	WEEK	Viral Hemorrhagic Fevers, human or animal (e.g., Crimean-Congo, Ebola, Lassa, and Marburg viruses)	✆!
Human Immunodeficiency Virus (HIV) infection, progression to stage 3 (AIDS)	WEEK	West Nile Virus (WNV) Infection	FAX ✆✉
Influenza-associated deaths in laboratory- confirmed cases less than 18 years of age	WEEK	Yellow Fever	FAX ✆✉
Influenza due to novel strains (human)	✆!	Yersiniosis	FAX ✆✉
Legionellosis	WEEK	Zika Virus Infection	FAX ✆✉
Leprosy (Hansen Disease)	WEEK	OCCURRENCE of ANY UNUSUAL DISEASE	✆!
Leptospirosis	WEEK	OUTBREAKS of ANY DISEASE (Including diseases not listed in **§2500**). Specify if institutional and/or open community.	✆!

HIV REPORTING BY HEALTH CARE PROVIDERS §2641.30-2643.20

Human Immunodeficiency Virus (HIV) infection at all stages is reportable by traceable mail, person- to-person transfer, or electronically within seven calendar days. For complete HIV-specific reporting requirements, see Title 17, CCR, §2641.30-2643.20 and the California Department of Public Health's HIV Surveillance and Case Reporting Resource page (https://www.cdph.ca.gov/Programs/CID/DOA/Pages/OA_case_surveillance_resources.aspx)

REPORTABLE NONCOMMUNICABLE DISEASES AND CONDITIONS §2800–2812 and §2593(b)

Disorders Characterized by Lapses of Consciousness §2800-2812) Pesticide-related illness or injury

(known or suspected cases) **

Cancer, including benign and borderline brain tumors (except (1) basal and squamous skin cancer unless occurring on genitalia, and (2) carcinoma in-situ and CIN III of the Cervix) (§2593) ***

LOCALLY REPORTABLE DISEASES (If Applicable):

* The Confidential Morbidity Report (CMR) is designed for health care providers to report those diseases mandated by Title 17, California Code of Regulations (CCR). The CMR form can be found here: Communicable Disease Reporting Forms. Failure to report is a misdemeanor (Health & Safety Code §120295) and is a citable offense under the Medical Board of California Citation and Fine Program (Title 16, CCR, §1364.10 and 1364.11).

** Failure to report is a citable offense and subject to civil penalty ($250) (Health and Safety Code §105200).

*** The Confidential Physician Cancer Reporting Form may also be used. See Physician Reporting Requirements for Cancer Reporting in CA on the California Cancer Registry website (www.ccrcal.org).

Revised 08/2022

Exhibit C

Fresno County Department of Public Health
Laboratory Test Rates

CPT Codes	Name of Test	FCDPH Test Rate	Daily Rate	FCDPH Monthly Testing Capacity for Kings County
86480	QFT Gold	$70.00	$92.00	40
87206, 87116	AFB/TB Digestion Smear	$13.00	$175.00	30
87206, 87116	AFB/TB Digestion Culture	$10.00	$78.00	30
87556	Xpert MTB RIF	$60.00	$78.00	30
87591	Xpert Gonorrhea PCR Combo Test	$50.00	$46.00	15
87491	Xpert Chlamydia PCR Combo Test	$50.00	$46.00	15
87798	Pert CARBA-R PCR Test	$50.00	$46.00	15
87003–87999	Title 17 Bacti (depends on sample type and ID level)	Sent to the State for testing	0	N/A
87045	Feces Culture Aerobic Bact	Sent to the State for testing	0	N/A
87046	Stool Culture Aerobic Bact EA	Sent to the State for testing	0	N/A
86592	Syphilis Test Non-Trep Qual	$11.00	$92.00	20
86593	Syphilis Test Non-Trep Quant	$11.00	$92.00	20
86780	Syphilis Test Treponema Pallidum	$11.00	$92.00	20
87636 (87502, 87503)	CDC FLUSC2 Multiplex Real Time PCR (Influenza/Sars-Covid19)	$30.00	$230.00	40

FCDPH Laboratory will conduct the number of tests specified in the FCDPH Monthly Testing Capacity for Kings County at the prices specified within the FCDPH Test Rate Column. If the volume of tests submitted by Kings County exceeds the FCDPH Laboratory monthly testing capacity indicated for any individual test, FCDPH will apply an additional charge of 24% to the cost of each additional test(s). FCDPH reserves the right to adjust this percentage as needed. Should there be a need to add additional tests Kings County Laboratory may request, and also should FCDPH need to update any of its listed testing capacities and/or test rates, this exhibit can be updated by either party, by mutual agreement, in writing.

*Medi-Cal Billable Rates:
Please note that FCDPH does not bill Medi-Cal.