

## MEMORANDUM OF UNDERSTANDING

Testing of human samples for HIV 1 & 2 Antigen (Ag) and  
Antibody (Ab) (HIV 1/2 Ag/Ab EIA)

### TERMS AND CONDITIONS

This Memorandum of Understanding (“MOU”), effective July 1, 2019, is between St. John’s Regional Medical Center (“SJPMC”) and the County of Ventura (“Provider”) for the testing of human blood for HIV 1 & 2 Antigen and Antibody, including confirmatory testing, by Provider’s Ventura County Public Health Department (“VCPH”) for SJPMC as set forth below.

1. This MOU is for testing human blood samples for HIV 1 & 2 Antigen and Antibody (HIV 1/2 Ag/Ab) for SJPMC by VCPH. The purpose of this MOU is to establish procedures, identify individual and joint responsibilities, and to strengthen the lines of communication between the parties.
2. This MOU shall be effective for an initial term of two (2) years from the effective date listed above, and thereafter shall automatically renew for additional terms of one (1) year each, unless terminated by either party at any time without cause upon at least sixty (60) days’ prior written notice to the other party. Such written notice shall be sent to:

If to VCPH/Provider:

Ventura County Public Health  
Department/Laboratory  
2240 East Gonzales Road, Suite 160  
Oxnard, CA 93036

If to SJPMC:

St. John’s Regional Medical Center  
1600 North Rose Avenue  
Oxnard, CA 93030

With a copy to:

Dignity Health  
330 North Brand Avenue, Suite 400  
Glendale, CA 91203  
Attention: Legal Department

3. VCPH will bill at the current Medi-Cal rate (CPT Code 87389 HIV-1 Ag W/HIV-1 & HIV-2 Ab, currently \$20.26) and will review the rate annually to stay consistent with that Medi-Cal rate. SJPMC is responsible for payment of services rendered and shall pay Provider within thirty (30) working days of receipt of an invoice in accordance with those rates. Provider shall accept the rate(s) herein as payment in full.

4. SJRMC is responsible for transporting the specimens to the VCPH laboratory. To ensure proper processing, the specimen should be legibly labeled with patient name and birthdate. Additionally, the outer bag shall be marked "SJRMC HIV" to assist in clarifying the contents of the bag and the test requested. VCPH shall promptly notify SJRMC of any problems or concerns including, but not limited to, incorrectly labeled specimen, incomplete specimen information, delays in specimen transportation, delays in providing results or reports, inaccurate results or reports, lack of physical integrity of specimen, or incomplete information regarding the type of services to be performed.
5. Processing Hours
  - 5.1. The VCPH laboratory is open Monday to Friday 7 a.m. to 5 p.m.
  - 5.2. The VCPH laboratory will process specimens Monday, Tuesday, Wednesday, Thursday and Friday, exclusive of County holidays.
6. Specimen Results
  - 6.1. Results of the HIV 1 & 2 Antibody and Antigen Immunoassay (HIV 1/2 Ag/Ab) if negative will be transmitted by electronic interface.
  - 6.2. Any positive result will follow VCPH's algorithm, which is to repeat in duplicate from the original specimen, followed by a confirmatory antibody test. If both the HIV 1/2 Ag/Ab and the confirmatory test are positive, the test will be result as positive.
  - 6.3. In the case of a positive HIV1/2 Antibody antigen test and a negative confirmatory test, (an indeterminate result) the VCPH HIV/AIDS department will contact SJRMC to obtain an additional specimen for an HIV antigen test (HIV RNA PCR quantitative), often referred to as a HIV viral load, to be performed. This testing will be done through a commercial laboratory or Los Angeles County Public Health Laboratory.
  - 6.4. VCPH laboratory in conjunction with the VCPH HIV/AIDS program will report to the California Department of Public Health, Office of AIDS in accordance with Title 17, California Code of Regulations 2641.30- 2643.20
7. Acceptable specimens.
  - 7.1 Both serum or plasma may be submitted for testing.
  - 7.2 Samples may be stored at room temperature for 2 days or at 2-8C for 7 days.
8. Compliance obligations
  - 8.1. SJRMC and VCPH are each a "covered entity" as defined under the Health Insurance Portability and Accountability Act of 1996 and the rules and regulations promulgated thereunder ("HIPAA"). VCPH shall implement all necessary policies, procedures, and training to comply with HIPAA and all other laws related to security and privacy of medical information.
  - 8.2. To the extent required by law, SJRMC and VCPH shall each make available, upon written request from the other party, the Secretary of Health and Human Services, the Comptroller General of the United States, or any other duly authorized agent or representative thereof, this MOU and such party's books, documents, and records related to this MOU. SJRMC and VCPH shall each preserve and make available such books, documents, and records for a period of four (4) years after the end of the term of this MOU. If either SJRMC or VCPH is requested to disclose books, documents, or records pursuant to this Section for any purpose, such party shall notify the other party of the nature and scope of such request, and such party shall make available, upon written request of the other party, all such books, documents, or

records.

- 8.3. Without limiting the obligations of VCPH, SJRMC shall retain administrative responsibility for operation of the hospital, as required by Title 22, California Code of Regulations, Section 70713.
9. This MOU may be amended at any time only by a written agreement signed and dated by both parties.
10. This MOU shall be governed by and construed in accordance with the laws of the State of California.
11. The parties agree that this MOU was made and entered into in Ventura County and that this MOU and the parties' obligations under this MOU are to be performed in Ventura County; accordingly, the parties agree that any action, suit, arbitration, judicial reference or other proceeding concerning this MOU shall be in a forum with jurisdiction over Ventura County, California, with venue in Ventura County.
12. Each party represents and warrants that it is currently, and for the term of the MOU shall remain, in compliance with all applicable federal and state laws, rules and regulations and applicable accreditation and licensing standards in the performance of its activities hereunder.
13. Each party reserves to itself the right to, and the control of the use of, its names, symbols, trademarks and service marks, presently existing or hereafter established, and no party shall use another party's names, symbols, trademarks or service marks in any advertising or promotional materials without the other party's prior written consent.
14. This MOU contains all the terms and conditions between the parties with respect to the provision of services to SJRMC described herein and supersedes any prior contracts, agreements, negotiations, proposals or understandings relating to the subject matter of this MOU which are not contained in this MOU.

The parties understand that the signatures of their representatives below constitute authorization for services to be provided to SJRMC

For: SJRMC

For: County of Ventura

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_