

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: JENNIFER STEIGER Department/Division: HEALTH/ADMIN
 Date Prepared: 1/17/12 Telephone: 520-432-9402
 Grantor: Laboratory Corporation of America Grant Title: Contractor Identity Specimen Collection Agrmnt.
 Grant Term From: 1/24/12 To: 1/23/12
 Fund No/Dept. No: 100-5000-5000 Note: Fund No. will be assigned by the Finance Department if new.
 New Grant Yes No Amendment No. _____ Increase \$ _____ Decrease \$ _____

Briefly describe purpose of grant:

Interagency Agreement to provide court ordered paternity testing (specimen collection) services to Cochise County residents in four Health offices in Cochise County in order to expand community access to these services; between the Laboratory Corporation of America and Cochise Health & Social Services. Per the LabCorp agreement, CHSS will bill LabCorp \$13/collection, on a monthly basis for all tests provided throughout Cochise County.

If amendment, provide reason:

n/a

If this is a mandated service, cite source. If not mandated, cite indications of local customer support for this service:

n/a

Funding Sources	Federal Funds 332.100	State Funds 336.100	County Funds 391.000	Other	Total
Current Fiscal Year					
Remaining Years					
Total Revenue					

Is County match required? Yes No If yes, dollar amount \$ _____

Has this amount been budgeted? Yes No Identify Funding Source: Laboratory Corporation of America

Federal Catalog of Federal Domestic Assistance (CFDA) No: n/a

Method of collecting grant funds: Lump sum payment Quarterly payments Draw Reimbursement

Is reversion of unexpended funds required at end of grant period? Yes No

a) Total A-87 cost allocation \$ 0

b) Amount of overhead allowed by grant 0 County subsidy (a-b) 0

Does Grantor accept indirect costs as an allowable expenditure? Yes No

If yes, dollar amount \$ _____ OR percentage allowed _____ %

Number of new positions that will be funded from grant: 0 Number of existing positions funded from grant: 0

Executive Summary Form

Agenda Number: HLT--

Recommendation:

Approval of the new Contractor Identity Specimen Collection Agreement, between the Laboratory Corporation of America (LabCorp) and Cochise Health & Social Services (CHSS), for a specified fee of \$13/collection occurring at four Health offices around Cochise County, for the initial one year period of 1/24/12 – 1/23/12, renewable annually.

Background (Brief):

The Health Department has received approval through LabCorp and the Arizona Department of Economic Security, Division of Child Support Enforcement, to begin providing court ordered buccal swab paternity tests from four of our locations within Cochise County. These services in Douglas, Benson, Willcox, and Sierra Vista will benefit the public, the County and LabCorp by providing increased access to a vital service for all Cochise County residents that are in need of court ordered paternity testing. Presently, there are only two approved sites in Cochise County that can provide such testing. These are Bisbee and Elfrida.

Per the LabCorp agreement, CHSS will bill LabCorp \$13/collection, on a monthly basis for all tests provided throughout Cochise County. The administrative staff, already trained in this function and having passed the required AZDES background checks, will be the physical providers of the court ordered buccal swab paternity tests. Currently, CHSS also provides voluntary buccal swab paternity tests for DNA Diagnostic Centers as well. This will be a new venture for both organizations and we are looking forward to this opportunity to expand services for the benefit of the public.

Fiscal Impact & Funding Sources:

This will be a general funded program. There are no A-87 costs associated with this agreement, and all payments for services rendered will be deposited in the Health General Fund. There is no other fiscal impact from this agreement at this time; all testing supplies are provided by LabCorp.

Next Steps/Action Items/Follow-up:

Your approvals are respectfully requested.

Impact of Not Approving:

Not approving this agreement will prevent CHSS from assisting LabCorp and AZDES in greatly increasing public access to court ordered buccal swab paternity testing within Cochise County.

RECEIVED

NOV 21 2011



October 20, 2011

Cochise Health & Social Services
Attn: Jennifer Steiger
1415 Melody Lane, Bldg. A
Bisbee, AZ 85603

RE: Contractor Identity Specimen Collection Agreement

Dear Ms. Steiger:

Please find enclosed two (2) original Contractor Identity Specimen Collection Agreements for your review and signature between Cochise Health & Social Services and Laboratory Corporation of America Holdings (LabCorp) for the provision of specimen collections services for genetic parentage testing.

~~Please review, sign, date, and return both original agreements to my attention at:~~

Laboratory Corporation of America Holdings
DNA Identification Testing Division
1440 York Court Extension
Burlington, North Carolina 27215

I will return one (1) fully executed copy to you for your files.

We appreciate the opportunity to work with you. Should you have any questions please feel free to contact me or Antoinette Surgeon (800) 742-3944 Extension: 67417.

Sincerely,

A handwritten signature in cursive script that reads "Linda Hazelwood".

Linda Hazelwood, Account Specialist
(800) 742-3944 ext: 67405
Hazell1@labcorp.com

CONTRACTOR IDENTITY SPECIMEN COLLECTION AGREEMENT

THIS AGREEMENT made this 20th day of October, 2011 (the "Agreement") by and between Cochise Health & Social Services ("CONTRACTOR") and Laboratory Corporation of America Holdings ("CLIENT").

WHEREAS, CONTRACTOR agrees to provide CLIENT with specimen collection services ("Services") as CLIENT shall from time to time request in connection with the identity testing services to be performed by CLIENT, upon the following terms and conditions:

1. CONTRACTOR agrees to provide the Services at such times and places as set forth in Exhibit A attached hereto and made a part hereof. CONTRACTOR agrees that it shall not bill any third party for specimen collection services performed for CLIENT. Upon performance of Services, CONTRACTOR shall forward specimens collected and all required documentation to CLIENT for testing as directed by CLIENT. CONTRACTOR agrees that under no circumstances is CONTRACTOR to retain specimens collected pursuant to this Agreement.
2. CONTRACTOR represents and warrants that CONTRACTOR possesses the necessary skill, education, and training and where required by any applicable state laws or regulations, CONTRACTOR shall have the necessary certificate to perform the Services. CONTRACTOR shall comply with all applicable federal and state laws and regulations related to this Agreement and the conduct of its business. CONTRACTOR shall honor all instructions to direct specimens to CLIENT and shall not direct specimens intended for CLIENT to any other party.
3. The Services will be rendered by CONTRACTOR hereunder as an independent contractor and as such CONTRACTOR shall not be deemed to be employee or agent of CLIENT or any of its subsidiaries or affiliates. CONTRACTOR shall not be covered under any of the benefit programs of CLIENT or its subsidiaries or affiliates, including, but not limited to Worker's Compensation. Further, CONTRACTOR shall not be authorized to act on behalf of, or otherwise bind CLIENT in any manner. In addition, CONTRACTOR agrees that it shall not make reference to or otherwise utilize the corporate name or trademark of CLIENT without CLIENT's prior written consent.
4. All information furnished to CONTRACTOR in the performance of CONTRACTOR's duties shall be considered proprietary and CONTRACTOR shall keep confidential all such information and CONTRACTOR will return all literature, documents, supplies and manuals when CONTRACTOR ceases to perform Services for CLIENT.
5. CONTRACTOR agrees that all information furnished or disclosed to CONTRACTOR in connection with this Agreement is furnished or disclosed as part of the consideration for this Agreement and CONTRACTOR shall not in any way advertise or publish the fact that CONTRACTOR has furnished the Services to CLIENT without the prior written consent of CLIENT.
6. This Agreement shall become effective on the date set forth above and shall continue in effect until terminated by either party. This Agreement shall have an initial term of one (1) year ("Initial Term") and shall be automatically renewed for additional periods of one (1) year ("Renewal Term") at the end of the Initial Term or any Renewal Term unless either party gives the other party written notice of termination no less than thirty (30) days prior to the end of the applicable term. Notwithstanding the above, CLIENT may terminate this Agreement, with or without cause, at any time, by written notice to CONTRACTOR. Upon receiving such notice, CONTRACTOR shall immediately discontinue such Services.
7. Except to the extent that any injury or damage is due solely and directly to CLIENT's negligence, CONTRACTOR agrees to indemnify, defend, and hold harmless CLIENT, its parent, subsidiaries and affiliates, and their officers, directors, employees and agents, successors, assigns, customers and users of its services, from any and all claims, damages, costs or losses (including reasonable attorneys' fees and all court costs) arising out of the performance or breach of this Agreement, and/or the breach of any warranty or representation contained in this Agreement.
8. CONTRACTOR can only collect samples using the buccal swab collection method and samples must be taken at a collection site other than the CONTRACTOR'S place of business or home. CONTRACTOR shall not perform collections using any method other than buccal swab collection or perform collections at their place of business or home until CONTRACTOR provides CLIENT with a Certificate of Insurance evidencing liability insurance coverage with respect to the Services performed pursuant to this Agreement in the amount of no less than \$1,000,000 per occurrence and an aggregate of \$3,000,000 per year. CONTRACTOR, as applicable, shall maintain said insurance coverage throughout the term of this Agreement. Notwithstanding such insurance coverage, CONTRACTOR shall remain obligated for all liabilities in excess of such insurance limits which may arise pursuant to this Agreement. CONTRACTOR agrees and represents that all policies of insurance required hereunder shall by appropriate endorsement, or otherwise, provide for a thirty (30) day prior written notice of cancellation to CLIENT. CONTRACTOR shall provide a copy of the Certificate of Insurance evidencing such coverage, upon request from CLIENT.

9. CONTRACTOR shall immediately notify CLIENT of any events or circumstances including, but not limited to, adverse weather conditions, common carrier delays, illness, breakdowns, or accidents, or any other condition which may adversely affect CONTRACTOR's ability to render Services required under this Agreement
10. a) CONTRACTOR represents and warrants that it is not an account of CLIENT and that no physician or physician's family member has an interest in its business either directly or indirectly, through debt, equity, or otherwise. CONTRACTOR further represents that no physician or physician's family member shall receive or share directly or indirectly in the proceeds of this Agreement.

b) CONTRACTOR agrees that CONTRACTOR shall not market or attempt to solicit business on behalf of CLIENT.
11. CONTRACTOR warrants and acknowledges that the performance of Services under this Agreement may not be assigned, subcontracted or delegated by CONTRACTOR.
12. CONTRACTOR shall be solely responsible for the disposal of any medical or other waste generated in the performance of Services pursuant to this Agreement.
13. CLIENT shall pay CONTRACTOR a fee of \$13.00 per specimen collection. CLIENT shall provide specimen collection supplies necessary to perform Services. CONTRACTOR shall submit to CLIENT an itemized statement of Services rendered to CLIENT by CONTRACTOR on a daily, weekly, or monthly basis; but in no situation exceeding a month, and CLIENT agrees to remit payment to CONTRACTOR within thirty (30) days after receipt of said statement. The statement shall include the following information: Date of collection and Names of the Individuals collected. The parties agree that the fees payable pursuant to this section are intended to be the fair market value of the Services being provided, meaning the value in arms length transactions, consistent with the general market price.
14. CONTRACTOR agrees that no payment will be made for services inadequately performed and/or collections that are not properly performed. This includes, but is not limited to, failure to appear and/or appearing late at the collection site, failure to properly label samples, failure to properly complete the chain of custody forms, failure to ship the samples to the laboratory on the same day of collection or next day (due to collections) or any other action under this Agreement that results in the CLIENT be required to recollect the sample(s) or the CLIENT not receiving payment for the testing due to the negligence of the CONTRACTOR.
15. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified or registered mail addressed as follows:

<p>If to CLIENT:</p> <p>Laboratory Corporation of America Holdings 1440 York Court Extension Burlington, North Carolina 27215 Attention: DNA Identification Testing Division Division Contract Administrator</p>	<p>with a copy to:</p> <p>Laboratory Corporation of America Holdings 531 South Spring Street Burlington, North Carolina 27215 Attention: Law Department</p>
<p>And if to CONTRACTOR:</p> <p>Cochise Health & Social Services 1415 Melody Lane, Bldg. A Bisbee, AZ 85603</p>	
16. CONTRACTOR agrees to comply with all applicable laws and regulations related to the Services and any specific requirements communicated by CLIENT to CONTRACTOR from time to time.
17. If the Services to be provided by CONTRACTOR hereunder are subject to the disclosure requirements of 42 U.S.C. 1395x (v) (1) (I), CONTRACTOR, shall until expiration of six (6) years after furnishing services, make available, upon written request to the Secretary of Health and Human Services, or upon request to the Comptroller General, or any of their duly authorized representatives, a copy of this Agreement and the books, documents and records of CONTRACTOR that are necessary to certify the nature and extent of the costs incurred under this Agreement through a subcontractor with a value or cost of \$10,000.00 or more over a twelve (12) month period.
18. The terms of this Agreement are intended to be in compliance with all federal, state and local statutes, regulations and ordinances applicable on the date this Agreement is signed including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Should legal counsel for either party reasonably conclude that any portion of this

Agreement is or may be in violation of such requirements, or subsequent enactments by federal, state or local authorities, that party shall give written notice and this Agreement shall terminate immediately.

19. All Services provided by CONTRACTOR hereunder shall be in compliance with all applicable federal and state laws prohibiting discrimination of the basis of race, color, religion, sex, national origin, handicap, veteran status or other protected status.
20. CONTRACTOR WARRANTS TO CLIENT THAT CONTRACTOR HAS NOT BEEN DEBARRED, SUSPENDED, DECLARED INELIGIBLE, OR EXCLUDED FROM MEDICARE/MEDICAID OR ANY OTHER FEDERAL OR STATE HEALTHCARE PROGRAM.
21. This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter herein and no amendment or modification of its terms shall be valid or binding upon any party unless set forth in writing and signed by an authorized representative of each of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives as of this day and year as first above written.

Cochise Health & Social Services (CONTRACTOR)

Laboratory Corporation of America Holdings (CLIENT)

BY: May Gomez

BY: _____

TITLE: Director

TITLE: _____

DATE: 1/10/12

DATE: _____

SOCIAL SECURITY OR FEDERAL TAX ID# 86-6000398

INTERAGENCY AGREEMENT DETERMINATION

Re: Interagency Agreement to provide court ordered paternity testing (specimen collection) services to Cochise County residents in four Health offices in Cochise County in order to expand community access to these services; between the Laboratory Corporation of America and Cochise Health & Social Services.

The attached agreement, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952 on behalf of the Cochise Health & Social Services by the undersigned Deputy County Attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Approved as to form this 9th day of January, 2012.

EDWARD G. RHEINHEIMER
Cochise County Attorney

By: Terry Bannon
Terry Bannon
Deputy County Attorney

EXHIBIT A

<u>Collection Location(s)</u>	<u>Hours of Collection</u>
Douglas Clinic 515 7 th St. Douglas, AZ 85607	M-F 8am. - 4 pm.
Benson Clinic 126 W. 5 th St Benson, AZ 85602	M-F 8am – 4pm
Willcox Clinic 450 S. Haskell Ave Willcox, AZ 85643	M-F 8am – 4pm
Sierra Vista Clinic 4115 E. Foothills Drive Sierra Vista, AZ 85635	M-F 8am – 4pm

And other collection locations/hours of collection as mutually agreed upon.