

Lori A. Cox  
Agency Director

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<http://alamedasocialservices.org>

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May 11, 2016

Honorable Board of Supervisors  
Administration Building  
Oakland, CA 94612

Dear Board Members:

**SUBJECT:** APPROVAL OF SECOND AMENDMENT TO STANDARD SERVICES AGREEMENT WITH LABORATORY CORPORATION OF AMERICA HOLDINGS.

**RECOMMENDATIONS:**

Approve a Second Amendment to the Standard Services Agreement (Procurement Contract No. 8937) with Laboratory Corporation of America Holdings (LabCorp) (Principal: Angie R. Miller; Location: Burlington, North Carolina) for DNA genetic paternity testing, extending the period of 7/1/13 - 6/30/16 for three years through 6/30/19, and increasing the amount of \$200,000 to a total maximum award of \$350,000 (\$150,000 increase).

**SUMMARY/DISCUSSION:**

The Social Services Agency - Department of Children and Family Services (DCFS) utilizes LabCorp services for the genetic testing of DNA samples for child support enforcement purposes. Genetic DNA testing assists DCFS in determining paternity, appropriate placement of a child (or children), and for the process of family reunification. Genetic DNA testing provides a quick, cost-effective, and reliable paternity determination. LabCorp is able to offer governmental pricing at discounted rate. This agreement is piggybacked on the Alameda County Department of Child Support Services (DCSS) contract with LabCorp for the testing of DNA samples. Utilizing the discounted pricing offered to DCSS will allow SSA to continue to maintain the same level and quality of service for our clientele at a discounted rate of \$38.00 per sample.

**SELECTION CRITERIA/PROCESS:**

*On June 25, 2013 (File No. 28937/3) your Board approved and authorized a new Service Agreement with LabCorp for the period of July 1, 2013 – June 30, 2014. On June 03, 2014 (File No. 29320/2) your Board approved First Amendment to the Service Agreement with LabCorp for the period of July 1, 2014 – June 30, 2016. The Agreement was piggybacked on the Alameda County Department of Child Support Services (DCSS) contract with LabCorp for the testing of DNA samples. The DCSS contract with LabCorp allows other governmental agencies to piggyback on their contract for Genetic Paternity Testing. This is an acknowledged exception to the County's requirement that purchases are to be made based on competitive quotation. Section V.C. of the Sole Source Policy approves "procurement of goods or services directly from other governmental agencies, or under contracts awarded competitively by other governmental agencies to third parties, when the price can be determined to be fair and reasonable." SSA has received the same approval from GSA Purchasing.*


*DCSS completed a formal Request for Proposal process via RFP #901244 in July 2014. Respondents were evaluated, scored, and ranked on demonstrated competence, experience in performance of comparable engagements, conformance with the terms of their RFP, expertise and availability of key personnel, and reasonableness of cost. Based on these criteria, LabCorp was awarded a three-year contract with option to renew for additional two years through November 30, 2019. Due to the very competitive rate and high quality of services provided by LabCorp, SSA-DCFS recommends extending the current agreement with LabCorp for three additional years based on piggybacking to DCSS current contract.*

*A SLEB waiver was approved and issued on May 19, 2016 (Waiver #525B) by the Office of Acquisitions Policy (OAP).*

**FINANCING:**

Funding for this service agreement in the total amount of \$150,000 that is \$50,000 per each fiscal year is available in the planned FY 2016–2017, FY 2017–2018, and FY 2018-2019 Agency budget. There are no new net County costs.

Sincerely,

DocuSigned by:  
  
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Lori A. Cox  
Agency Director

ATT: One set of 5 Second Amendment to Standard Services Agreement.

## SECOND AMENDMENT TO AGREEMENT

This Second Amendment to Agreement (“Second Amendment”) is made by the County of Alameda (“County”) and Laboratory Corporation of America Holdings (LabCorp) (“Contractor”) with respect to that certain Agreement and First Amendment entered by them on July 01, 2014 (referred to herein as the “Agreement”) pursuant to which Contractor provides Genetic Paternity Testing Services to County.

County and Contractor agree as follows:

1. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:

Extending the Agreement term of July 1, 2013 to June 30, 2016 by an additional 36 months for three fiscal years through June 30, 2019; and increasing the current award amount of \$200,000 by an additional \$150,000 to a new total maximum award amount of \$350,000 (FY2016-2017: \$50,000; FY2017–2018: \$50,000; and FY2018–2019: \$50,000) over the term of the Agreement for continued provision of Genetic Paternity Testing Services.

2. Except as otherwise stated in this Second Amendment, the terms and provisions of this Second Amendment will be effective as of the date this Second Amendment is executed by the County (“Effective date”).
3. The term of the Agreement is currently scheduled to expire on 06/30/2016. As of the Effective Date, the term of the Agreement is extended through 06/30/2019.
4. In consideration for Contractor’s additional services, the County shall pay Contractor an additional amount not to exceed One Hundred Fifty Thousand dollars (\$150,000). As a result of these additional services the not to exceed amount has increased from Two Hundred Thousand dollars (\$200,000) to Three Hundred Fifty Thousand dollars (\$350,000) over the term of the Agreement and any amendments.

C-8937

5. Item 20 of the Standard Services Agreement has been amended as follows:

TERMINATION: The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its Genetic Paternity Testing Services shall not exceed \$350,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

6. DEBARMENT AND SUSPENSION CERTIFICATION:

- a. By signing this Second Amendment and, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded by any federal department or agency;
  - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

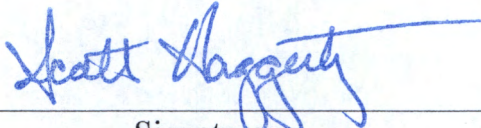
7. Except as expressly modified by this Second Amendment, all of the terms and conditions of the Agreement are and remain in full force and effect.

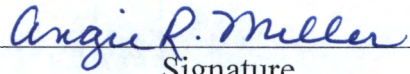
**IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to the Agreement as of the day and year first above written.**

COUNTY OF ALAMEDA

CONTRACTOR/COMPANY NAME

Laboratory Corporation of America Holdings (LabCorp).

By:   
Signature

By:   
Signature

Name: **SCOTT HAGGERTY**  
(Printed)

Name: Angie R. Miller  
(Printed)

Title: President of the Board of Supervisors

Title: Contract Manager

Date: May 25, 2016

Approved as to Form:

**Approved as to Form**

**DONNA R. ZIEGLER, County Counsel**

By: 

By: Print Name **VICTORIA WU**  
County Counsel Signature

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

**EXHIBIT D**

**COUNTY OF ALAMEDA  
DEBARMENT AND SUSPENSION CERTIFICATION**

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessary result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR:   Laboratory Corporation of America Holdings (LabCorp)  

PRINCIPAL:   Angie R. Miller   TITLE:   Contract Manager  

SIGNATURE:   Angie R. Miller   DATE:   May 16, 2016





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
05/25/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Laboratory Corporation of America Holdings & Subsidiaries 531 S Spring Street Burlington NC 27215 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: ACE American Insurance Company		22667
	INSURER B: ACE Fire Underwriters Insurance Co.		20702
	INSURER C: Indemnity Insurance Co of North America		43575
	INSURER D: Westchester Surplus Lines Ins Co		10172
	INSURER E:		
INSURER F:			

**COVERAGES**      **CERTIFICATE NUMBER: 570062213119**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.      **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		HDOG27402306	11/01/2015	11/01/2016	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY		ISAH08860725	11/01/2015	11/01/2016	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION		G27524485002 SIR applies per policy terms & conditions	11/01/2015	11/01/2016	EACH OCCURRENCE	\$3,000,000
						AGGREGATE	\$3,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WLRC4859654A	11/01/2015	11/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
A			WLRC48596460	11/01/2015	11/01/2016	E.L. EACH ACCIDENT	\$1,000,000
B			SCFC48596502	11/01/2015	11/01/2016	E.L. DISEASE-EA EMPLOYEE	\$1,000,000
						E.L. DISEASE-POLICY LIMIT	\$1,000,000
A	E&O-PL-Primary		HDCG27402318 Claims Made	11/01/2015	11/01/2016	Each Incident	\$1,000,000
						Aggregate	\$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: Contract No. DC No. 8937 - Genetic Paternity Testing Services. County of Alameda, its Board of Supervisors, The Individual Members Thereof and all County Officers, Agents, Employees and Representatives are included as Additional Insured on the General Liability and Automobile Liability policies.

<b>CERTIFICATE HOLDER</b>  Alameda County Social Services/Contracts Office 2000 San Pablo Ave., 4th Floor Oakland CA 94612 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Northeast, Inc.</i>
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Holder Identifier :

Certificate No : 570062213119

## BLANKET ADDITIONAL INSURED

Named Insured Laboratory Corporation of America Holdings			Endorsement Number 110
Policy Symbol HDO	Policy Number G27402306	Policy Period 11/01/2015 to 11/01/2016	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that Section II - Who is an Insured is amended to include any person, organization, trustee, estate or governmental entity to whom or to which the Named Insured is obligated, by virtue of a written or oral contract or by the issuance or existence of a permit, to provide insurance such as is afforded by this policy, but only with respect to operations performed by or on behalf of the Named Insured or to facilities used by the Named Insured and then only for the limits of liability specified in such contract, but in no event for limits of liability in excess of the applicable limits of liability of this policy; provided that such person, organization, trustee, estate or governmental entity shall be an insured only with respect to occurrences taking place after such written or oral contract has been executed or such permit has been issued.

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Authorized Agent