AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Agreement for Genetic Testing Services; DNA Diagnostics Center; Paternity Testing; 7/22/13 thru 6/30/14

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County & DNA Diagnostics Center

Term Begins: 7/22 **Term Ends:** 6/30/2014 **Grant Contract #:**

Summary:
DNA Diagnostics Center; Paternity Testing for Child Support Services

Fiscal Impact:

Submitted by: B. Lucero for R. Brown **Submitter's Email Address:** rbrown@gunnisoncounty.org

Finance Review: ◉ Required ○ Not Required

Comments:

Reviewed by: Lnienhueser Discharge Date: 7/24/2013

County Attorney Review: ◉ Required ○ Not Required

Comments:

Reviewed by: ATrezise Discharge Date: 7/9/2013 Certificate of Insurance Required Yes ◉ No ○

County Manager Review:

Comments:
The document has beed corrected to show the correct termination date of June 30, 2014

Reviewed by: MBirnie Discharge Date: 7/30/2013

◉ Consent Agenda ○ Regular Agenda ○ Worksession Time Allotted:

Agenda Date: 8/6/2013 Follow Up Agenda Date: N/A

Revised April 2013

AGREEMENT FOR GENETIC TESTING SERVICES

THIS AGREEMENT is made and entered into this 22nd day of July 2013, by and between the GUNNISON COUNTY, CO, hereinafter "County" and DNA Diagnostics Center, hereinafter "Contractor".

I. RECITALS

WHEREAS, COUNTY is in need of professional genetic testing services; and WHEREAS, CONTRACTOR is a licensed and accredited genetic testing facility which provides paternity testing services to Child Support Enforcement agencies in the State of Colorado.

NOW, THEREFORE, based on the foregoing recitals, the parties hereto agree as follows:

II. CONTRACTOR RESPONSIBILITIES

A. Perform on every case referred to DDC by Gunnison County, CO testing to a probability of paternity of 99.9% or better and a paternity index of 1000 or better. Exclusions of an alleged father must be found in a minimum of three genetic systems for determination of non-paternity.

B. Turn around time for test results is a median of 5 calendar days. Within 5 calendar days the County will receive either a final report or a request for redraw or an explanation for delayed test results with an indication of when the results will be available.

C. Perform all testing in accordance with AABB standards.

D. Confirm all exclusions in multiple systems. (Minimum of 3 exclusions)

E. Provide all supplies necessary for the collection, prevention of tampering, preservation, preparation and shipment of specimens in a manner that precludes contamination or substitution of specimens and ensures the specimens' integrity.

F. Provide for the pickup of genetic samples from a designated location for delivery to DDC and maintain documentation of chain of custody

G. Maintain AABB accreditation throughout the term of the contract.

H. Provide a qualified expert witness at no cost. The County must contact DDC at least two weeks prior to trial at the following phone number 1-800-310-9868 to make arrangements for expert testimony. Telephonic testimony or telephone depositions are at no charge. DDC will not be responsible for court reporter costs. There is no charge for any telephone consultation.

I. Provide the same services for Intrastate and Interstate cases.

J. Provide testing to the extent possible even if specimens from all parties are not available.

K. Provide concise monthly summary statement of all work completed.

L. DDC will not charge the County for a “draw charge” or “no show” charge in the event a client does appear at the scheduled time and location for the collection of their sample. The County will be notified in the event of any no show.

M. Provide access to CaseTrac Plus, DDC’s web based document management and scheduling tool. The site of this information is secure and accessible via the use of a UserID and Password.

III. COUNTY RESPONSIBILITIES

A. The County agrees to pay Contractor upon presentation of proper claim (in the form determined by County) by Contractor and subject to the approval of Gunnison County.

B. Contractor will bill the County once per month. The County will pay invoices within 30 days of receipt. Contractor will be paid by the County at the rate of $32 per individual tested, $96 per trio. This rate includes sample collection provided by county staff; testing to a 99.9%or greater probability or determining multiple exclusions (minimum of three); overnight transportation; the cost of redraws in the rare event such is necessary; and the cost of expert testimony, should such be required. “Motherless” cases will be paid at the rate of $32 per individual tested.

IV. TERM

This Agreement shall commence on the date hereinabove entered into and shall terminate on June 30, 2014, unless earlier terminated as hereinafter provided. The county may renew this agreement on a yearly basis under the same terms by mutual agreement.

V. DUE PERFORMANCE – DEFAULT

Each party to the Agreement undertakes the obligation that the other’s expectation of receiving the performance due under the terms of this Agreement will not be impaired. Upon occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default. If the party in default does not cure the default within 30 days of the date of that notice (i.e. the time to cure) then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure shall be in writing executed by both parties and must specify the reason(s) for the extension and the date the extension of time to cure expires.

Notice given under this provision shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the

provisions of this Agreement within the applicable time period. No such notice shall be deemed a termination of this Agreement, unless the party giving notice so elects in that notice, or so elects in a subsequent written notice after the time to cure has expired.

VI. TERMINATION

The Agreement may be terminated as follows:

A. By mutual written consent of the parties; or

B. At any time and without cause, Gunnison County shall have the right in its sole discretion, to terminate this Agreement by giving 30 days written notice to Contractor. In the event of such termination, County shall pay Contractor for services rendered to such date.

C. If Contractor should fail to perform any of its obligations hereunder, within the time and in the manner hereinbefore provided, or otherwise violates any of the terms of this Agreement, County may terminate this Agreement by giving Contractor written notice of immediate termination, stating the reason for such termination. In such event, County shall pay for all services satisfactorily rendered and expenses incurred hereunder, provided, however, that there shall be deducted from such amount the amount of damage, if any, sustained by County by virtue of the breach of any agreement by Contractor. County may terminate this Agreement in the event of the Contractor's bankruptcy, insolvency, or the dissolution of the Contractor's business.

VII. INSURANCE

Contractor shall under this Agreement provide all the insurance required herein, Certificates of insurance will be submitted to County, Contractor shall not allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been obtained.

Certificates evidencing the issuance of the following insurance shall be filed with the County within ten (10) days after the date of execution of this Agreement.

A. Commercial General Liability. Contractor shall procure and maintain, at Contractor's own expense during the term hereof, upon himself and his employees at all times during the course of this Agreement, Commercial General Liability Insurance (Occurrence Form CG0001) for bodily injury, personal injury, and broad form property damage, in an amount of not less than One Million dollars ($1,000,000.00) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverages: Personal and advertising injury, Premises-operations, Products and completed operations, Blanket contractual, and Independent contractor's liability.

B. Professional Liability Insurance. Contractor shall procure and maintain, at Contractor's own expense during the term hereof, Professional Liability Insurance for protection against claims arising out of the performance of services

under this Agreement caused by errors, omissions, or other acts for which Contractor, its employees, subcontractors, and agents are liable. Said insurance shall be written with limits of not less than One Million Dollars ($1,000,000.00). If said insurance is written on a claims made form, insurance shall be maintained and evidence of insurance must be provided for at least one (1) year after completion of the work under this Agreement.

VIII. INDEMNIFICATION-HOLD HARMLESS

Contractor shall indemnify and defend County and its officers, employees, and agents against and hold them harmless from any and all claims, losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by County, whether for damage to or loss of property, or injury to or death of person, including properties of County and injury to or death of County officials, employees or agents, arising out of, or connected with Contractor's operations hereunder or the performance of the work described herein, unless such damages, loss, injury or death is caused solely by the negligence of County.

IX. CONTRACTOR'S WARRANTIES

A. Standard of Care. Contractor represents that it is specially trained, licensed, experienced, and competent to perform all the services, responsibilities, and duties specified therein and that such services, responsibilities, and duties shall be performed, whether by Contractor or designated subcontractors, in a manner according to generally accepted practices of the medical profession.

B. Non-Discrimination in Employment. In the performance of the work authorized under this Agreement, Contractor shall not unlawfully discriminate against any qualified worker because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, mental condition, marital status, or age.

Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, mental condition, marital status, or age.

C. HIPAA Compliance. Contractor will adhere to Titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPPA) and will make his best efforts to preserve data integrity and the confidentiality of protected health information.

D. Safety Responsibilities. Contractor will adhere to all applicable OSHA

requirements in performing work pursuant to this Agreement. Contractor agrees that in the performance of work under this Agreement, Contractor will provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards.

X. ASSIGNMENT

Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of County, except that claims for money due or to become due the Contractor from County under this Agreement may be assigned by the Contractor to a bank, a trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to the County. Any attempt at assignment of rights under this Agreement except for those specifically consent to by both parties or as stated above shall be void.

XI. INDEPENDENT CONTRACTOR

It is specifically understood and agreed that in the making and performance of this Agreement, Contractor is an independent contractor and is not an employee, agent, or servant of County. Contractor is not entitled to any employee benefits. County agrees that Contractor shall have the right to control the manner and means of accomplishing the result contracted for herein.

Contractor is solely responsible for the payment of all federal, state, and local taxes, charges, fees, or contributions required with respect to Contractor and Contractor's officers, employees, and agents who are engaged in the performance of this Agreement (including without limitation, unemployment insurance, social security, and payroll tax withholding).

XII. MODIFICATION

This Agreement may only be modified by a written amendment hereto, executed by both parties. However, matters concerning scope of services which do not affect the agreed price may be modified by mutual written consent of Contractor and County executed by the Department of Child Support Services.

XIII. ATTORNEY'S FEES AND COSTS

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

XIV. OWNERSHIP OF DOCUMENTS

All non-proprietary reports, information, and/or other documents or materials

prepared by and/or submitted to Contractor hereunder shall become property of County. In the event of the termination of this Agreement for any reason whatsoever, Contractor upon request by the County shall promptly turn over said reports, information, and/or other documents or materials to County without exception or reservation.

XV. NOTICES

All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with the United States Post Office for delivery by registered or certified mail addressed to the parties at the following address, unless such address changed by notice, in writing, to the other party.

To the County: Gunnison County
225 N. Pine Street, Suite A
Gunnison, CO 81230

To DDC: DNA Diagnostics Center
Contract Manager
One DDC Way
Fairfield, OH 45014

XIV. CONFIDENTIALITY

Contractor will ensure that all data, records and other documentation provided by County to Contractor or recorded by Contractor as necessary to provide the services specified herein to County, will be kept strictly confidential, and that Contractor, Contractor's employees and agents will not disclose Gunnison County case information except to authorized Gunnison County personnel and others authorized by State, Federal, and County regulations governing confidentiality of records.

XVII. SEVERABILITY

If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

XVIII. NON-APPROPRIATION

In the event County is unable to obtain funding at the end of each fiscal year for genetic testing services required during the next fiscal year, County shall have the right to terminate this Agreement, without incurring any damages or penalties, and shall not be obligated to continue performance under this Agreement.

XXIV. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS:

All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

THE COUNTY: Gunnison County
225 N. Pine Street, Suite A
Gunnison, CO 81230

THE CONTRACTOR: DNA Diagnostics Center
One DDC Way
Fairfield, OH 45014

and when so addressed, shall be deemed given upon deposit in the United States Mail, postage prepaid. In all other instances, notice, bills and payments are to be given by giving notice pursuant to this paragraph.

COUNTY and CONTRACTOR have executed this Agreement on the day and year first written above.

COUNTY OF GUNNISON

_____
Authorized Signature

_____
Printed Name

ATTEST:

BY: _____

DNA Diagnostics Center

_____
John Srsen, CFO
Federal Taxpayer I.D. No: 26-4435457

ATTEST:

BY:_____