

LABORATORY SERVICES AGREEMENT

AGREEMENT MADE, by and between the Mendocino County Health & Human Services Agency, Family and Children's Services (hereinafter called "CLIENT") and Laboratory Corporation of America Holdings, (hereinafter called "LABORATORY").

WHEREAS, LABORATORY is engaged in the business of providing parentage testing services; and

WHEREAS, CLIENT desires to contract with LABORATORY to provide parentage testing services for CLIENT, and LABORATORY desires to provide the services described herein,

IT IS THEREFORE AGREED AS FOLLOWS:

1. TERM AND TERMINATION

This Agreement shall have initial term of two (2) years beginning November 01, 2020 through June 30, 2022. This Agreement may be terminated by either party at any time by giving the other party thirty (30) days prior written notice to the address set forth in Section 10.

2. TESTING SERVICES

LABORATORY agrees to perform such genetic parentage testing services for the CLIENT as are ordered by CLIENT during the term. Such services shall include genetic marker testing as described in Exhibit 1 (attached hereto), as the same may be modified from time to time by LABORATORY, and such additional services as the parties may agree.

3. ADDITIONAL SERVICES

A. SPECIMEN COLLECTION

LABORATORY will provide buccal swab specimen collection training to CLIENT staff at times agreed upon by both parties.

B. SUPPLIES

LABORATORY will provide, at no additional charge, all supplies necessary for the collection, preparation and preservation of all specimens to be submitted to the LABORATORY for testing.

C. CONSULTATION

LABORATORY staff shall be available to consult with CLIENT by telephone during normal LABORATORY working hours to discuss LABORATORY procedures and to explain test results.

D. SCHEDULING

LABORATORY will coordinate specimen collection services required for party(s) located out-of-county, out-of-state, in prison, in the military and outside of the United States. Scheduling arrangements are to be made within 24-48 hours of request.

4. FEES

LABORATORY agrees to charge, and CLIENT agrees to pay (to the extent responsible for payment), for all laboratory testing and other services provided under this Agreement, in the manner and in the amounts set forth in Exhibit 1 (attached hereto), but not to exceed Five Thousand Dollars (\$5,000) per fiscal year; for a total of Ten Thousand Dollars (\$10,000).

5. BILLING
LABORATORY will submit to CLIENT on or about the FIFTEENTH (15th) of each month an itemized statement of services rendered to CLIENT by LABORATORY for the prior month, and CLIENT agrees to remit payment to the LABORATORY upon receipt of said statement. Failure to remit payment within thirty (30) days of receipt of statement may result, among other remedies available to LABORATORY, in the loss or reduction of the CLIENT's special prices on future services or discontinuation of service. If, as a result of such non-payment, LABORATORY removes special prices, the terms and prices contained in LABORATORY's current Fee Schedule shall be incorporated by reference into this Agreement. LABORATORY may, at its option, reinstate special prices on business referred to LABORATORY after CLIENT brings its balances current. Nothing in the foregoing provision shall serve to waive any rights or remedies available to LABORATORY with respect to its providing of services to CLIENT. If LABORATORY is compelled to bring suit to collect amounts due hereunder, it shall also be entitled to recover interest on amounts due and reasonable attorney's fees and costs of suit incurred in connection with the action.
6. ACCREDITATION OF TESTING SITES
Testing performed hereunder shall be performed at LABORATORY's parentage testing facility located in Burlington, North Carolina. The facility is and shall remain a duly licensed clinical laboratory under applicable federal, state and municipal law. Current accreditation's and licenses for the facility are available upon request.
7. PREVENTION OF FRAUD, WASTE AND ABUSE
The terms of this Agreement are intended to be in compliance with all pertinent federal, state and local statutes, regulations and ordinances applicable on the date the Agreement takes effect including but not limited to, the Program Fraud Civil Remedies Act of 1986, the Deficit Reduction Act of 2005, the related Federal Civil False Claims Act and State False Claims Acts, and associated whistleblower protections. LABORATORY has written policies and procedures for detecting and preventing fraud, waste, and abuse and expects that test orders, services, supplies or materials provided to LABORATORY are in accordance with the requirements of the applicable federal and state laws.
8. CHANGE IN LAW OR REGULATION
Should either party reasonably conclude that any portion of this Agreement is or may be in violation of such requirements or any other legal requirements or subsequent modifications by federal, state or local authorities, or if any such change or proposed change would materially alter the amount or method of compensating LABORATORY for Services performed for CLIENT or for any other party under this Agreement, or would materially increase the cost of LABORATORY's performance hereunder, the parties agree to negotiate written modifications to this Agreement as may be necessary to establish compliance with such authorities and/or to reflect applicable changes in compensation necessitated by such legal requirements.
9. NON-ASSIGNABILITY
This Agreement shall not be assigned, delegated, or transferred by either party without the written consent of the other party. A merger or corporate reorganization shall not be considered as assignment requiring written consent.
10. NOTICES
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 to LABORATORY at:

Laboratory Corporation of America Holdings
DNA Identification Testing Division
1440 York Court
Burlington, NC 27215
Attn: Contracts Department

with a copy to:

Laboratory Corporation of America Holdings
531 South Spring Street
Burlington, NC 27215
Attn: Law Department

and to CLIENT at:

Mendocino County
Family and Children's Services
P. O. Box 839
Ukiah, California 95482
Attn: Waldi Helma

11. INDEPENDENT RELATIONSHIP

None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the CLIENT and LABORATORY other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto, nor any of their respective employees shall be construed to be the agent, employer or representative of the other.

12. FORCE MAJEURE

Neither LABORATORY nor CLIENT shall be liable for any failure or inability to perform their respective obligations under this Agreement due to any cause beyond the reasonable control of the non-performing party, including but not limited to acts of God, regulations of laws of any government or agency (including government or agency mandated restriction or redistribution of supplies and/or personal protective equipment ("PPE")), acts of war or terrorism, acts of civil or military authority, fires, floods, accidents, pandemics (including supply, PPE and labor shortages caused therefrom or as a result thereof), quarantine restrictions, unusually severe weather, explosions, earthquakes, strikes, labor disputes, loss or interruption of electrical power or other public utility, freight embargoes or delays in transportation, or any similar or dissimilar cause beyond its reasonable control (collectively, a "Force Majeure Event"). If a party's non-performance under this section extends for fourteen (14) days or longer, the party affected by such non-performance may terminate this Agreement by providing written notice thereof to the other party

13. WARRANTY

LABORATORY WARRANTS TO CLIENT THAT ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN ACCORDANCE WITH ESTABLISHED AND RECOGNIZED IDENTITY TESTING PROCEDURES AND WITH REASONABLE CARE IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE, AND LOCAL LAWS. NO OTHER WARRANTIES ARE MADE BY LABORATORY. IN NO EVENT SHALL EITHER PARTY BE HELD RESPONSIBLE FOR PUNITIVE DAMAGES, OR CONSEQUENTIAL,

INCIDENTAL, OR SPECIAL DAMAGES (INCLUDING LOST PROFITS OR REVENUE) INCURRED BY THE OTHER PARTY OR OF ANY THIRD PARTY.

14. BENEFIT

This Agreement is intended to inure only to the benefit of LABORATORY and CLIENT. This Agreement is not intended to create, nor shall be deemed or construed to create, any rights in any third parties.

15. NONDISCRIMINATION

All services provided by LABORATORY hereunder shall be in compliance with all applicable Federal and State laws prohibiting discrimination on the basis of race, color, religion, sex, national origin, handicap or veteran status.

16. HEADINGS

The headings appearing in this Agreement are for convenience and reference only, and are not intended to, and shall not, define or limit the scope of the provisions to which they relate.

17. ENFORCEABILITY/SEVERANCE CLAUSE

The invalidity or unenforceability of any terms or provisions hereto in any jurisdiction shall in no way affect the validity or enforceability of any of the other terms or provisions in that jurisdiction or of the entire Agreement in any other jurisdiction.

18. INTEGRATION

This instrument is intended by the parties as a final expression of their agreement and as a complete statement of the terms thereof, and shall supersede all previous understandings and agreements. The parties shall not be bound by any representation, promise or inducement made by either party or agent of either party that is not set forth in this Agreement. If the terms or conditions contained in any exhibit or attachment to this Agreement or any document incorporated by reference is in conflict with the terms and conditions set forth in the body of the Agreement, the terms and conditions in the Agreement shall control.

19. WAIVER

No course or dealing between CLIENT and LABORATORY or any delay on the part of LABORATORY in exercising any rights it may have under this Agreement shall operate as a waiver of any of the rights of LABORATORY hereunder, and no express waiver shall affect any condition, covenant, rule or regulations other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

20. ACCESS TO BOOKS AND RECORDS

If LABORATORY should be deemed a subcontractor subject to the disclosure requirements of 42 U.S.C. 1395x (v) (1) (I), LABORATORY shall until expiration of ten (10) years 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 LABORATORY 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. With a third party, such subcontractor shall contain a clause to the effect that, should the third party be deemed a related organization, until the expiration of four (4) years after the furnishing of services pursuant to such subcontract, the third party shall 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 the subcontract, and the books, documents and records of

such third party that are necessary to verify the nature and extent of the costs incurred under this Agreement.

21. EFFECTIVE DATE

This Agreement shall not be effective until it is signed by an authorized representative of LABORATORY and an Acceptance Date is assigned by the DNA Identification Testing Division, Contracts Department.

22. MODIFICATION

This Agreement may not be modified except in writing signed by authorized representatives of both parties. All modifications must also be accepted in writing by LABORATORY's DNA Identification Testing Division, Contracts Department. Any purchase order or other document issued by the CLIENT with respect to the subject matter of this Agreement shall be subject to and governed by the terms and conditions hereof, and the terms and conditions of this Agreement shall supersede any conflicting, different or additional terms and conditions of such purchase order or other document whether or not they would materially alter this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their names as their official acts by their respective representatives, each of whom is duly authorized to execute the same.

Mendocino County Family and Children's Services

Signature: Bekkie J Emery

Name: Bekkie Emery

Title: HHSA Director OOC

Date: Sept. 20, 2021
20 Feb.

Laboratory Corporation of America Holdings

Signature: George C. Maha

Name: George C. Maha, JD, PhD

Title: Associate Vice President

Division: DNA Identification Testing Division

Acceptance Date: 05 FEB 2021

EXHIBIT 1
SPECIFICATIONS OF WORK TO BE PERFORMED

SERVICES: LABORATORY will provide genetic parentage testing services for CLIENT. LABORATORY will provide specimen collection services at a mutually agreed upon location(s). All specimens for genetic parentage testing will be handled by standard chain-of-custody procedures. All supplies required for specimen collection, party identification, specimen packaging and transportation will be provided by LABORATORY.

GENETIC MARKER TESTING: LABORATORY has an extensive array of genetic marker tests from which to construct test batteries that will provide at least:

LabCorp's testing provides an average cumulative power of exclusion of greater than 99.9999%. LabCorp's median combined paternity index for non-excluded men is currently greater than one billion to one (1,000,000,000 to 1) (equivalent to a probability of paternity of 99.999999%). If appropriate, LabCorp has the ability to test additional genetic systems. If an individual is excluded, the results will typically reflect inconsistencies in at least four (4) independent test systems

REPORTING OF RESULTS: Upon completion of the test battery ordered, an evaluation of the test results will be performed by a Director. The case will be finalized and a final report issued if (1) the alleged father is excluded from paternity in at least two independent genetic marker systems, or (2) the alleged father is not excluded from paternity and the probability of paternity is equal to or greater than 99.5%. If neither of these conditions is realized, additional testing will be performed until one of these conditions is met. There will be no additional charge for such extended testing. Original reports of test results and evaluation will be mailed to the account, which ordered the testing. Copies of the report will be mailed to those entities designated by the initiating account. In addition, the original Client Authorization/Chain of Custody Form with attached photographs will accompany the original report.

Test results will typically be available within 10-12 business days of receipt; however, non-standard cases may take longer.

EXPERT WITNESS: LABORATORY will, at the request of CLIENT, provide testimonial and witness services with respect to specimens tested under the Agreement. LABORATORY shall receive a two-week notice by the CLIENT for scheduling an expert to appear.

PRICING:

DNA Test Battery.....\$ 38.00 per person

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Bekkie F Emery
Bekkie Emery, HHS Director/
Social Services Director

Date: Feb. 20, 2021

Budgeted: ☒ Yes ☐ No

Budget Unit: 5010

Line Item: 86-3118

Org/Object Code: SSCPS

Grant: ☐ Yes ☒ No

Grant No.:

COUNTY OF MENDOCINO

By: Dan Gjerde
DAN GJERDE, Chair
BOARD OF SUPERVISORS

Date: MAR 24 2021

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: Smyke Daugherty
Deputy
MAR 24 2021

I hereby certify that according to the provisions of
Government Code section 25103, delivery of this
document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: Smyke Daugherty
Deputy
MAR 24 2021

INSURANCE REVIEW:

By: Carmel J. Angelo
Risk Management

Date: 02/01/2021

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☐ N/A

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: _____

CONTRACTOR/COMPANY NAME

By: George C. Maha
George C. Maha, Associate Vice President

Date: 05 FEB 2021

NAME AND ADDRESS OF CONTRACTOR:

Laboratory Corporation of America Holdings
DNA Identification Testing Division
1440 York Court
Burlington, NC 27215
Attn: Contracts Department

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

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: Christian M. Curtis
Deputy

Date: 02/01/2021

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Darcie Amick
Deputy CEO

Date: 02/01/2021