

DEPARTMENT: District Attorney BY: Marita Green, Program Manager PHONE: 966-3400  
Family Support Division

RECOMMENDED ACTION AND JUSTIFICATION: (Policy Item: Yes\_\_\_ No\_X\_)

It is recommended that a resolution authorizing the Chairman of the Board of Supervisors to execute an Agreement for Professional Services with GeneScreen, Inc. to provide genetic testing services for the District Attorney/Family Support Division be approved.

In some cases it is necessary to conduct genetic testing in order to determine parentage of a minor child.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has previously approved agreements for necessary services to be provided by the Child Support Division of the District Attorney's Office.

LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

A negative action would result in the inability to utilize the services of GeneScreen, Inc.

COSTS: ( ) Not Applicable  
A. Budgeted current FY \$ 4776.00  
B. Total anticipated costs \$  
C. Required additional funding \$  
D. Internal transfers \$

SPECIAL INSTRUCTIONS:  
List the attachments and number the pages consecutively:  
  
Laboratory services Agreement Pages 1 - 6  
Exhibit 1

SOURCE: ( ) 4/5ths Vote Required  
A. Unanticipated revenues \$  
B. Reserve for contingencies \$  
C. Source description: 90% Fed/10%State  
Balance in Reserve for Contingencies, if approved: \$

CLERK'S USE ONLY:  
Res. No.: 00-300 Ord. No. \_\_\_\_\_  
Vote - Ayes: 5 Noes: \_\_\_\_\_  
Absent: \_\_\_\_\_ Abstained: \_\_\_\_\_  
Approved ( ) Denied  
( ) Minute Order Attached ( ) No Action Necessary

COUNTY ADMINISTRATIVE OFFICER'S RECOMMENDATION:  
This item on agenda as:  
 Recommended  
 Not Recommended  
 For Policy Determination  
 Submitted with Comment  
 Returned for Further Action  
Comment: Funding is requested in FY 2000-01 requested budget.  
C.A.O. Initials: MW

The foregoing instrument is a correct copy of the original on file in this office.  
Date: \_\_\_\_\_  
ATTEST: MARGIE WILLIAMS, Clerk of the Board  
County of Mariposa, State of California  
By: \_\_\_\_\_  
Deputy

**LABORATORY SERVICES AGREEMENT**

AGREEMENT MADE THIS, 1<sup>st</sup> day of September, 2000, by and between Mariposa County for the benefit of Family Support Division, (hereinafter called "CLIENT") and GeneScreen, Inc., (hereinafter called "LABORATORY").

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

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

IT IS THEREFORE AGREED AS FOLLOWS:

1. TERM

This Agreement shall become effective upon acceptance by the LABORATORY's Paternity/Identity Contracts Department and shall continue in effect until terminated by either party. Such acceptance shall be verified by forwarding a copy of the fully executed Agreement to CLIENT following acceptance which shall include on the last page the date of such acceptance. This Agreement may be terminated by either party at any time upon a thirty (30) day prior written notice to the other party. This Agreement shall have an initial term of one year, commencing September 1, 2000 and ending August 31, 2001 unless previously terminated by either party.

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 those tests listed 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

The LABORATORY will provide specimen collection for blood or buccal swabs; Buccal swab collections may be performed by Family Support personnel subsequent to training by GeneScreen in proper collection techniques. Collections will take place at the address listed in Exhibit 1 (attached hereto) and at times agreed upon by both parties.

## B. SUPPLIES

The 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's procedures and to explain test results.

## 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).

## 5. BILLING

LABORATORY will submit to the CLIENT on or about the FIFTEENTH (15th) of each month an itemized statement of services rendered to CLIENT by the LABORATORY for the prior month, and CLIENT agrees to remit payment to the LABORATORY upon receipt of said statement. Failure to remit payment within said term 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 then current Fee Schedule shall be incorporated by reference into this Agreement. LABORATORY, may, at its option, reinstate special prices on business referred to the 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 the LABORATORY's parentage testing facility located in Sacramento, California. 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. CHANGE IN LAW OR REGULATION

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 the Agreement takes effect. 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 enactment's 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 testing performed for CLIENT or for any other party under this or any other Agreement, or would materially increase the cost of LABORATORY's performance hereunder, this Agreement shall terminate upon a thirty (30) day notice thereof to the other party, unless within said thirty (30) day period the parties agree to such modifications of the Agreement as may be necessary to establish compliance with such authorities or to reflect such change in compensation or cost.

8. 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.

9. 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 the LABORATORY at:

GeneScreen, Inc.  
7237 East Southgate Drive, Suite E  
Sacramento, CA 95823  
ATTN: J. Scott Lehew, Director of Operations

and to CLIENT at:

Ms. Marita Green, Program Manager  
Mariposa County Family Support Division  
5070 Bullion Street  
PO Box 748  
Mariposa, CA 95338

10. 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.

11. FORCE MAJEURE

LABORATORY shall not be liable for any claims or damages if such claims or damages result or arise out of a failure or delay that is due to any act beyond the control of the LABORATORY.

12. WARRANTY

LABORATORY WARRANTS TO CLIENT THAT ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN ACCORDANCE WITH ESTABLISHED AND RECOGNIZED PARENTAGE 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 LABORATORY BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES OF CLIENT OR ANY THIRD PARTY.

13. BENEFIT

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

14. 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.

15. 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.

16. 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.

17. 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.

18. WAIVER

No course or dealing between CLIENT and LABORATORY or any delay on the part of the 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.

19. 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 five (5) 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 the 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 five (5) years after 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.

20. 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 Paternity/Identity Contracts Department.

21. MODIFICATION

This Agreement may not be modified except in writing signed by authorized representatives of both parties, which, in the case of the LABORATORY, must be an authorized representative. All modifications must also be accepted in writing by LABORATORY's Paternity/Identity 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.

CLIENT : COUNTY OF MARIPOSA

LABORATORY

Garry R. Parker  
Garry R. Parker, Chairman  
Board of Supervisors

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

Date: 9-7-00

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

Jeffrey G. Green  
Jeffrey G. Green, County Counsel

**EXHIBIT 1**  
**SPECIFICATIONS OF WORK TO BE PERFORMED**

**SERVICES:** LABORATORY will provide genetic parentage testing services for Mariposa County Family Support Division cases. The LABORATORY will assist the CLIENT in arranging specimen collection services at a mutually agreeable location. 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:** The LABORATORY has an extensive array of genetic marker tests from which to construct test batteries that will at least:

- 1.) power to exclude more than 99.0% of randomly selected males; or
- 2.) probability of paternity greater than 99% in all cases where the alleged father is not excluded from paternity.

The primary testing battery consists of multiple genetic marker systems of either PCR-STR or PCR-SNP. Whichever systems are utilized, the parentage testing services will provide you with results which reflect exclusions in two independent genetic systems or a probability of paternity greater than 99% in cases in which the alleged father is not excluded.

**REPORTING OF RESULTS:** Upon completion of the test battery ordered, an evaluation of the test results will be performed by doctoral staff (Ph.D.). 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%. 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 Chain of Custody / Client Identification Form with attached photographs will accompany the original report.

**EXPERT WITNESS:** Laboratory will, at the request of the CLIENT, provide testimonial and witness services with respect to specimens tested under the Agreement. LABORATORY should receive a two-week notice by the CLIENT for scheduling an expert to appear. There will be no charge for this service.

**PRICING:**

Test Battery .....	\$59 per person
Specimen Collection.....	No Charge

Some special cases, i.e., samples from deceased individuals or two-party cases have a different fee schedule because of non-routine procedures in testing and evaluation these cases almost always require.

Samples from deceased individuals .....	\$59.00 per person
Two Party Cases .....	\$59.00 per person