



Richard Swift Director

June 14, 2018

Board of County Commissioner Clackamas County

Members of the Board:

Approval of Amendment #1 to a Professional Services Agreement with
Laboratory Corporation of America (LabCorp) for
laboratory services for Clackamas County Health Centers Division (CCHCD)

Purpose/Outcomes	Contractor will provide clinical laboratory services to CCHCD clinics.	
Dollar Amount and Fiscal Impact	Contract maximum is being increased by \$120,000, bringing the contract maximum to \$470,000.	
Funding Source	No County General Funds are involved. Fee for service through Health Centers clinics.	
Duration	Effective April 1, 2014 and terminates on March 31, 2019	
Previous Board Action	The Board previously viewed this contract on March 27, 2014 – agenda item 032714 – A2	
Strategic Plan Alignment	Individuals and families in need are healthy and safe Ensure safe, healthy and secure communities	
Contact Person	Deborah Cockrell, Health Center Director - 503-742-5495	
Contract No.	6521_01	

BACKGROUND:

Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services
Department requests the approval of Amendment #1 to a Professional Services Agreement with LabCorp
for clinical laboratory services for CCHCD related to Primary Care and Behavioral Health patient services.

LabCorp will provide professional laboratory services including: testing, specimen collection(s), testing reports of specimens collected, laboratory specimen pick-up, supplies, and consultations.

Additional funding is needed to ensure no break in services until the term of the agreement. Amendment #1 adds \$120,000, bringing the maximum value of this contract to \$470,000. This Amendment is effective upon signature and terminates on March 31, 2019. A Request for Proposal (RFP) is being developed for solicitation in accordance with ORS and LCRB Rules.

Recommendation

Staff recommends the Board approval of this agreement and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

Richard Swift, Director

Health, Housing and Human Services

FIRST AMENDMENT TO LABORATORY SERVICES

AGREEMENT

Contract #6521

H3S Contract Number	6521	Board Agenda Number
		and Date _ 3/12/18
Division	Health Centers	Amendment NoT
Contractor	Laboratory Corporation	of America
Amendment Requested	d ByEd Johns	son
Changes: Scope of Services X Contract Time		Contract Budget Other
Justification for Ame	ndment:	
Compensation, to the A in the compensation by amount of the contract	Addendum to Laborator adding \$120,000 to the budget is being increa all funding is to pay for	n 2 of the Laboratory Services Agreement and Section 5, B, ry Services Agreement #6521. This Amendment reflects a change ne budget for the remaining term of the Agreement. The total sed by \$120,000, bringing it to a new contract maximum of lab services that are essential to the Primary Care and
This amendment is effe	ective upon signature	and continues through March 31, 2019.

MEMBER and LABORATORY hereby agree as follows:

1. Section 2 of the Agreement shall be modified by adding the following paragraph:

"Notwithstanding the above, this Agreement shall terminate effective March 31, 2019"

- 2. Section 5B of the Addendum shall be deleted in its entirety and replaced with the following which is incorporated into the Agreement by this reference.
 - B. Compensation
 - a). Chain of Custody

LABORATORY'S chain of custody (forensic) drug testing services will be billed directly to each MEMBER at the rates set forth in **Exhibit 3** of this Addendum. After the first year of the term of this Agreement, MEMBER and LABORATORY agree that fees shall either increase on the renewal date hereof or with LABORATORY'S general annual fee increase of which MEMBER shall receive thirty (30) days written notice. MEMBER and LABORATORY acknowledge and agree that fees shall not be adjusted more frequently than once a year.

LABORATORY shall submit invoices by the 10th of the month following the month services were performed. The invoice shall include the contract # 6521, dates of service, description of tests, and the total amount due for all service provided during the month. Invoices shall be submitted to MEMBER:

Clackamas County Health Centers Division Attn: Accounts Payable 2051 Kaen Road, # 367 Oregon City, Oregon 97045

Or electronically to:

healthcenterap@clackamas.us

When submitting electronically, designate LABORATORY name and contract # 6521 in the subject of the e-mail.

Within thirty (30) days after receipt of the invoice, MEMBER shall pay the amount requested to LABORATORY. Disputed amounts must be sent in writing to LABORATORY within thirty (30) days of receipt of each Invoice. Payment can be withheld for those disputed items until resolved. Both parties agree to work together to resolve disputed items in a reasonable and timely manner. Undisputed amounts must be paid within the stated thirty (30) day period.

Total payment to LABORATORY shall not exceed \$470,000.00, for the term of the Agreement.

3. Except as specifically modified by this First Amendment, the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers.

LABORATORY CORPORATION OF AMERICA (LABORATORY)

By:

Name and Title

Date 5/15/18

CLAPISEA WILLETT, VICE PRESIDENT

13112 EVENING CREEK DR. SOUTH

CLACKAMAS COUNTY (MEMBER)

Commissioner: Jim Bernard, Chair

Commissioner: Sonya Fischer Commissioner: Ken Humberston

Commissioner: Paul Savas Commissioner: Martha Schrader

Signing on Behalf of the Board:

Street Address
SAN DIEGO, CA 92128

City/State/Zip (A) I/A

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Richard Swift, Director

Health, Housing and Human Services Department

Date

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