



## Travis County Commissioners Court Agenda Request

**Meeting Date:** June 25, 2013

**Prepared By/Phone Number:** Michael Long/854 4850; Marvin Brice/854 9765

**Elected/Appointed Official/Dept. Head:** Cyd Grimes

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language:** Approve contract award for general medical lab services, RFS No. 1302-012-ML, to the sole proposer, Quest Diagnostics

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.
- Request for Services, 1302-012-ML, for General Medical Lab Services issued on March 27, 2013. One proposal was received and opened on 4/17/13. The Purchasing Office contacted other vendors that viewed the solicitation inquiring why they did not send in a proposal. One said that they supplied the medical lab supplies but not the lab services while another said they were a young lab and not yet willing to submit a proposal. One more said they could not meet the closing date of the RFS. An evaluation committee comprised of representatives from the Sheriff's Office and the Medical Nursing Staff proceeded with the evaluation process, and Quest Diagnostics, was recommended. The fee schedule quoted was reasonable as 70% was taken off of the Texas Medicare Fee Schedule.
- Quest Diagnostics shall provide general medical lab services for inmates.
- The initial term for this contract shall be , June 25, 2013 through September 30, 2013.
- **Contract-Related Information:**
  - Award Amount: As Needed
  - Contract Type: Professional Services
  - Contract Period: June 25, 2013 – September 30, 2013

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to [agenda@co.travis.tx.us](mailto:agenda@co.travis.tx.us) by **Tuesdays at 5:00 p.m.** for the next week's meeting.

➤ **Solicitation-Related Information:**

Solicitations Sent: 17

Responses Received: 1

HUB Information:

% HUB Subcontractor:

➤ **Funding Information:**

SAP Shopping Cart #:

Funding Account(s): 1370510001/GL 511120

Comments:



Greg Hamilton, Travis County Sheriff

## **MEMORANDUM**

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**DATE:** May 2, 2013

**TO:** Mike Long, TC Purchasing

**FROM:** Mike Summers 1184, Director Inmate Treatment Services

**SUBJECT:** Request for services (RFS) # 1303-012-ML, General Medical Lab Services

The RFS for *General Medical Lab Services* has been reviewed by Valerio Rodriguez, Kathryn Geiger, and Mike Summers.

The only RFS received was submitted by Quest Diagnostics Clinical Laboratories, Inc., and the services offered will meet our needs.

I recommend approval of the request submitted by Quest Diagnostics Clinical Laboratories, INC for *General Medical Lab Services*.

A handwritten signature in cursive script, appearing to read "Mike Summers".

Mike Summers RN, MSN, M Ed  
Director Inmate Medical Services

TRAVIS COUNTY  
AUDITOR'S OFFICE

NICKI RILEY, CPA  
COUNTY AUDITOR



TRAVIS COUNTY  
ADMINISTRATION BUILDING  
P.O. BOX 1748  
AUSTIN, TX. 78767  
(512) 854-9125  
FAX: (512) 854-9164

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**COUNTY AUDITOR VERIFICATION FORM**

**CONTRACTOR:**

Quest Diagnostics

**TYPE OF GOODS/SERVICE:**

Medical Lab Services

**FUNDS VERIFIED:**

1) Funds Reservation # \_\_\_\_\_ processed through the  
Purchasing system to reserve funds.

2) Amount reserved: \$ \_\_\_\_\_

**FUNDS NOT VERIFIED;  
CONTRACT NOT BINDING:**

Contract did not specify a total contract amount.

Goods/services to be provided on an "as needed basis" to be  
invoiced in accordance with contracted unit price. Total amount  
contracted not specified in contract.

**CONTRACT #:**

4400001456

Reviewed by:

[Signature]

Date:

5/30/13

Approved by:

[Signature]

Date:

5/30/13

**PROFESSIONAL SERVICES  
AGREEMENT/CONTRACT**

**BETWEEN**

**TRAVIS COUNTY**

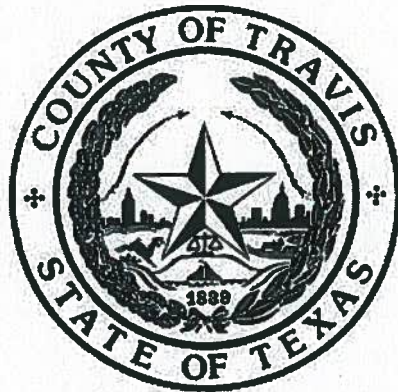
**AND**

**QUEST DIAGNOSTICS**

**FOR**

**GENERAL MEDICAL LAB SERVICES**

**CONTRACT NO. 4400001456**



**Travis County Purchasing Office**

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## DEFINITIONS

### 1.0 DEFINITIONS

In this Agreement,

- 1.1 "Commissioners Court" means the Travis County Commissioners Court.
- 1.2 "Purchasing Agent" means Travis County Purchasing Agent Cyd V. Grimes or her successor.
- 1.3 "County Auditor" means Travis County Auditor Nicki Riley or her successor.
- 1.4 "Parties" mean Travis County and/or Contractor.
- 1.5 "Is doing business" and "has done business" mean:

1.5.1 Paying or receiving in any calendar year any money valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or

1.5.2 Loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;

**but does not include:**

1.5.3 any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public;

1.5.4 any financial services product sold to a Key Contracting Person for personal, family, or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Consultant in the ordinary course of its business; or

1.5.5 a transaction for a financial service or insurance coverage made on behalf of Consultant if Consultant is a national or multinational corporation by an agent, employee or other representative of Consultant who does not know and is not in a position that he or she should have known about this Agreement.

1.6 "Key Contracting Person" means any person or business listed in Exhibit A to the Affidavit attached to this Contract and marked Attachment 1.

### 2.0 TERM

2.1 Initial Term. The Initial Term of this Agreement shall commence upon complete execution by all parties and shall continue through September 30, 2013, unless sooner terminated as provided herein.

2.2 Renewal Term(s). Subject to continued funding by the Commissioners Court, this Contract will shall thereafter automatically renew on October 1 of each year for succeeding terms of one year unless sooner terminated as provided herein.

2.3 Termination. COUNTY may terminate this Contract at any time by giving CONTRACTOR written notice of such termination at least thirty (30) days prior to the effective date of the termination.

### 3.0 CONTRACTOR'S RESPONSIBILITIES

3.1 Scope of Services. CONTRACTOR shall perform, in a timely manner, the services and activities described in the Scope of Services set forth as Attachment A to this Agreement, which is expressly incorporated herein and made a part hereof. Notwithstanding anything to the contrary contained herein, in the event of a conflict between Attachment A and CONTRACTOR'S Scope of Services response dated 04/16/13, the CONTRACTOR'S Scope of Services response shall supersede Attachment A.

3.2 Ethical Standards. CONTRACTOR shall perform all services and exercise all discretionary powers in a manner consistent with applicable canons of professional ethics and her best professional judgment.

3.3 Subcontracting. Except as otherwise specifically provided herein, CONTRACTOR is prohibited from hiring or subcontracting with any other person to perform any of the CONTRACTOR'S obligations under this Agreement.

3.4 Civil Rights/ADA Compliance. CONTRACTOR shall provide all services and activities pursuant to this Agreement in compliance with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933].

3.5 Legal Compliance. CONTRACTOR shall comply with all federal, state, county, and city laws, rules, regulations and ordinances applicable to the provision of the services described herein and the performance of all obligations undertaken pursuant to this Agreement.

3.6 Payment of Property Taxes. CONTRACTOR warrants that CONTRACTOR is not currently delinquent in payment of property taxes to the Travis County Tax Assessor Collector.

3.7 Insurance Requirements. CONTRACTOR shall comply with the insurance requirements set out in Attachment C, "Insurance Requirements", which is incorporated herein by reference and made a part hereof.

3.8 Federal Funds. CONTRACTOR warrants that no Federal appropriated funds have been paid or will be paid, by or on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

3.9 Communications. CONTRACTOR may communicate all requests for direction and factual information relating to services performed pursuant to this Agreement to the TRAVIS COUNTY



DEPARTMENTS/OFFICES and may rely on all factual information supplied by the TRAVIS COUNTY DEPARTMENTS/OFFICES in response to these requests. However TRAVIS COUNTY DEPARTMENTS/OFFICES shall not serve as the agent of County or the Commissioners Court or any elected official of County for any other purpose than conveying factual information.

3.10 CONTRACTOR expressly acknowledges that, in entering into this Agreement, COUNTY has relied on the representations of CONTRACTOR about the persons who will be performing the services and their qualifications and that any other person except staff must be approved by COMMISSIONERS COURT before providing services under this Agreement. CONTRACTOR warrants that all work done will be done by the employees or members of CONTRACTOR that are presented as performing the services in CONTRACTOR'S proposal.

#### 4.0 COMPENSATION, BILLING AND PAYMENT

4.1 Fees. For and in consideration of the satisfactory performance by CONTRACTOR of the services described in Attachment A, Scope of Services, and CONTRACTOR's compliance with the terms and conditions of this Agreement, COUNTY shall pay CONTRACTOR in accordance with the Schedule of Services which is attached hereto as Attachment B and made a part hereof.

4.1.1 Not to exceed amount: As needed Basis

4.1.2 Additional Fees: None.

4.2 Satisfactory Completion of Services. COUNTY shall not be responsible for the costs of any services under this Agreement that are not performed to COUNTY'S satisfaction and given COUNTY'S approval, which shall not be unreasonably withheld. COUNTY'S obligation to make any payment to CONTRACTOR is dependent upon completion of the services invoiced in a timely, good and professional manner and at a standard acceptable in CONTRACTOR'S profession.

4.3 Timely Payment. The COUNTY shall pay CONTRACTOR within thirty (30) calender days after the receipt of a complete and correct invoice by the COUNTY Department. Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code

4.4 Invoicing. CONTRACTOR shall invoice County on a monthly basis for services rendered pursuant to this Contract. Each invoice shall include the following information:

- 4.4.1 the contract Reference Number;
- 4.4.2 patient's name and jail identification number
- 4.4.3 description and CPT code number of the test
- 4.4.4 date of service
- 4.4.5 location and cost of test

Original invoices shall be sent to: Maria Wedhorn  
Financial Analyst, Sr  
3614 Bill Price Road  
Del Valle TX 78617

4.5 Overpayment. CONTRACTOR shall refund to COUNTY any money which has been paid to CONTRACTOR by COUNTY, which COUNTY determines has resulted in overpayment to CONTRACTOR. Such refund shall be made by CONTRACTOR to COUNTY within thirty (30)

calendar days after the refund is requested by COUNTY. If COUNTY enters into any subsequent Agreement with CONTRACTOR and CONTRACTOR fails to refund any money owed to COUNTY within thirty (30) calendar days of request, COUNTY may offset the difference against the next advance or payment payable to CONTRACTOR

4.6 Taxpayer Identification. CONTRACTOR shall provide COUNTY with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any Agreement funds are payable.

4.7 Delinquent Property Taxes. Notwithstanding anything to the contrary herein, if the CONTRACTOR is delinquent in the payment of property taxes at the time of invoicing, the CONTRACTOR hereby assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

4.8 Disbursements to Persons with Outstanding Debt.

4.8.1 In accordance with Section 154.045 of the Local Government Code, If notice of indebtedness has been filed with the County Auditor or County Treasurer evidencing the indebtedness of CONTRACTOR to the State, the COUNTY or a salary fund, a warrant may not be drawn on a COUNTY fund in favor of the CONTRACTOR, or an agent or assignee of CONTRACTOR until:

4.8.1.1 the County Treasurer notifies CONTRACTOR in writing that the debt is outstanding; and

4.8.1.2 the debt is paid.

4.8.2 "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with the COUNTY.

4.8.3 COUNTY may apply any funds COUNTY owes CONTRACTOR to the outstanding balance of debt for which notice is made under section 4.8.1.1 above, if the notice includes a statement that the amount owed by the COUNTY to CONTRACTOR may be applied to reduce the outstanding debt.

4.9 Debarment, Suspension and Other Responsibility Matters. Certification under this Section 4.9 provides for compliance with certification requirements under 15 CFR Part 26, "Government-wide Debarment and Suspension." CONTRACTOR, by signing this Contract, hereby certifies that, to the best of its knowledge and belief, it and its principles:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by and Federal department or agency;

(b) have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b); and

(d) have not within a three year period preceding this Contract had one or more public transactions (Federal, State or local) terminated for cause or default.

Where CONTRACTOR is unable to certify to any of the statements in this Section 6.9, CONTRACTOR shall provide an explanation of such inability prior to the effective date of this Contract for County's consideration and evaluation with the understanding that such may result in termination of this Contract by County.

4.10 Exemption From County Purchasing Act. Pursuant to TEX. LOCAL GOVERNMENT CODE ANN. § 262 et seq., Commissioners Court hereby orders that this Contract is exempt from the requirements of the County Purchasing Act because it is a Contract for the purchase of personal or professional services or meets other requirement(s) for exemption pursuant to applicable law.

4.11 Period of Services. COUNTY shall not be liable for costs incurred or performances rendered by CONTRACTOR before or after the term of this Agreement except for testing and services ordered by COUNTY. COUNTY acknowledges that it has the sole responsibility for monitoring test ordering.

4.12 Funding Out. Notwithstanding anything to the contrary herein, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of COUNTY, COUNTY may terminate this Contract after giving CONTRACTOR 20 days written notice that this Contract is terminated due to the failure to fund it.

## 5.0 RECORDS CONFIDENTIALITY AND ACCESS

5.1 Confidentiality. CONTRACTOR shall establish a method to secure the confidentiality of records and other information relating to General Medical Lab Services in accordance with the applicable federal, state and local laws, rules and regulations, and applicable professional ethical standards. This provision shall not be construed as limiting the right of COUNTY access to client information. Upon authorization from COUNTY to render client files anonymous, CONTRACTOR agrees to mask information identifying clients in a way that will not obstruct COUNTY'S monitoring and evaluation duties in any way.

5.2 Records Maintenance. CONTRACTOR shall create, maintain, and retain, and shall make reasonably available to COUNTY, all necessary and appropriate records, information, and documentation (including all accounting records) relating to services provided under the terms of this Agreement for a period of three (3) years after the provision of the services, or until any litigation concerning any of the services has been satisfactorily resolved, whichever occurs later. CONTRACTOR shall provide copies of such records to COUNTY upon written request to CONTRACTOR at a cost mutually agreed to by COUNTY and CONTRACTOR.

5.3 Access to Records. COUNTY or its duly authorized representatives shall have access to any and all records, information and documentation of CONTRACTOR, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. CONTRACTOR shall maintain the records, information, and documentation in a readily available state and location, reasonably accessible to COUNTY or their authorized representatives.

5.4 Right to Contractual Material. All work products produced under this Agreement including programming, reports, charts, schedules, or other appended documentation to any responses, inquiries, correspondence, and related material submitted by CONTRACTOR will become property of the COUNTY.

## 6.0 AMENDMENTS / MODIFICATIONS

6.1 General. Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any attachments to it shall be in writing and signed by each party. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY COMMISSIONERS COURT.

6.2 Requests for Changes. CONTRACTOR shall submit all requests for changes to the terms of this Agreement or any attachment to it to the County Department with a copy to the Purchasing Agent.

6.3 Purchasing Agent Authority. Contractor understands and agrees that the Purchasing Agent has certain authority to approve an Amendment subject to applicable law (specifically the County Purchasing Act, TEX. LOC. GOV'T CODE, Chapter 262, and other applicable law) and County policy, as approved by the Commissioners Court. Within that authority, the Purchasing Agent may approve Amendment requests under this Contract. The Purchasing Agent will advise CONTRACTOR as to such authority upon submission of a request for Amendment; at any time, the Purchasing Agent may submit any request to the Commissioners Court for approval, regardless of the authority of the Purchasing Agent to sign the Amendment.

## 7.0 OTHER PROVISIONS:

7.1 INDEMNIFICATION. CONTRACTOR AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY CONTRACTOR, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY CONTRACTOR UNDER THIS CONTRACT.

7.2 Warrants. CONTRACTOR represents and warrants that (i) all applicable copyrights, patents, licenses, and other proprietary or intellectual property rights which may exist on materials used in this Agreement have been adhered to and (ii) the County shall not be liable for any infringement of those rights and any rights granted to the County shall apply for the duration of this Agreement. Consultant shall indemnify the County, its officers, agents, and employees from all claims, losses, damages, causes of action, and liability of every kind including expenses of litigation, court costs and attorney fees for damages to any person or property arising in connection with any alleged or actual infringement of existing patents, licenses, or copyrights applicable to materials used in this Agreement.

7.3 Claims Notification. If any claim, or other action, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against CONTRACTOR or COUNTY in relation to the performance of this Agreement, CONTRACTOR shall give written notice to COUNTY of the claim or other action within three (3) working days after being

notified of it or the threat of it; the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided herein. Except as otherwise directed, CONTRACTOR shall furnish to COUNTY copies of all pertinent papers received by CONTRACTOR with respect to these claims or actions.

7.4 Suspension. If CONTRACTOR fails to comply with any provision herein, COUNTY may, upon written notification to CONTRACTOR, suspend this Agreement in whole or in part and withhold further payments to CONTRACTOR, until CONTRACTOR is in compliance with the terms of this Agreement or Agreement is terminated as provided herein.

7.5 Non-Waiver of Default

7.5.1 No payment, act or omission by COUNTY may constitute or be construed as a waiver of any breach or default of CONTRACTOR which then exists or may subsequently exist.

7.5.2 All rights of COUNTY under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to COUNTY under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

7.6 Forfeiture of Contract If CONTRACTOR has done business with a Key Contracting Person during the 365 day period immediately prior to the date of execution of this Agreement or does business with any Key Contracting Person at any time after the date of execution of this Agreement and prior to the full performance of this Agreement, CONTRACTOR shall forfeit all benefits of this Agreement and COUNTY shall retain all performance by CONTRACTOR and recover all considerations, or the value of all consideration, paid to CONTRACTOR pursuant to this Agreement, provided, however, that this section may be waived by Commissioners Court pursuant to Section 3(g) of the Travis County Ethics Policy.

7.7 Entire Agreement. All written or oral agreements between the parties to this Agreement related to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement or in the policies and procedures approved by Commissioners Court for County. Any prior agreements, promises, negotiations, or representations not expressly set forth in this document are of no force and effect.

7.7.1 Attachments. The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performances by CONTRACTOR in accordance with all the provisions of this Agreement.

- 7.7.1.1 Attachment A – Scope of Services
- 7.7.1.2 Attachment B – Schedule of Items
- 7.7.1.3 Attachment C – Insurance Requirements
- 7.7.1.4 Attachment D - Ethics Affidavit
- 7.7.1.5 Attachment E – Debarment
- 7.7.1.6 Attachment F - Proposal

7.8 Notices:

7.8.1 Written Notice. Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address herein specified.

7.8.2 County Address. The address of County for all purposes under this Agreement shall be:

Cyd Grimes, C.P.M., CPPO (or her successor)  
Travis County Purchasing Agent  
P. O. Box 1748  
Austin, Texas 78767

With copies to (registered or certified mail with return receipt is not required):

Honorable David Escamilla (or his successor in office)  
Travis County Attorney  
PO Box 1748  
Austin, Texas 78767

7.8.3 Contractor Address. The address of CONTRACTOR for all purposes under this Agreement and for all notices hereunder shall be:

Quest Diagnostics  
4770 Regent Blvd.  
Irving, TX 75063  
Attn: Sandy Deli

7.9 Change of Address. Each party may change the address for notice to it by giving written notice of the change in compliance with Section 7.8. Any change in the address shall be reported within fifteen (15) days of the change.

7.10 Authority: The Department designee will act on behalf of COUNTY with respect to the work to be performed under this Agreement. The Department designee shall have complete authority to interpret and define in writing COUNTY'S policies and decisions with respect to CONTRACTOR'S services. The Department designee may designate representatives to transmit instructions and receive information.

7.11 Dispute Resolution - Administration by Purchasing Agent. When the CONTRACTOR and/or County have been unable to successfully resolve any question or issue related to this Contract, the CONTRACTOR or County shall then present the matter to the Purchasing Agent by providing the Purchasing Agent with written notice of the dispute. Such notice shall contain a specific written description of the issues involved as well as the CONTRACTOR's requested resolution of the dispute and any other relevant information which CONTRACTOR desires to include. As of the receipt of such notice by the Purchasing Agent, the Purchasing Agent will act as the County representative in any further issuances and in the administration of this Contract in relation to the described dispute. Unless otherwise stated in this Contract, any document, notice or correspondence in relation to the disputes at this stage not issued by or to the Purchasing Agent is void. If the CONTRACTOR does not agree with any document,

notice or correspondence relating to the dispute issued by the Purchasing Agent or other authorized County person, the CONTRACTOR must submit a written notice to the Purchasing Agent with a copy to the Department designee within ten (10) calendar days after receipt of the document, notice or correspondence, outlining the exact point of disagreement in detail. The Purchasing Agent will issue a written notice of the final resolution of the dispute to the CONTRACTOR within thirty (30) days of receipt of the initial written notice of dispute by the Purchasing Agent. If this final resolution does not resolve the dispute to the CONTRACTOR's satisfaction, CONTRACTOR may submit a written Notice of Appeal to the Commissioners Court through the Purchasing Agent. The Purchasing Agent will provide a copy of such response to the Department designee. This Notice of Appeal must be submitted within ten (10) calendar days after receipt of the unsatisfactory final resolution. CONTRACTOR then has the right to be heard by Commissioners Court and the Purchasing Agent will coordinate placing the matter on the Commissioners Court agenda.

7.12 Mediation. If the CONTRACTOR is not satisfied with the resolution of the dispute pursuant to Section 7.11, CONTRACTOR shall notify the Executive Manager, and, if mediation is acceptable to both Parties in resolving the dispute arising under this Contract, the Parties agree to use the Dispute Resolution Center of Austin, Texas, as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE, Section 154.023. Unless both Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in TEX. CIV. PRAC. AND REM. CODE, Section 154.073, unless both Parties agree, in writing, to waive the confidentiality.

7.13 Cooperation and Coordination. CONTRACTOR shall cooperate and coordinate with COUNTY staff and other CONTRACTORS as reasonable and necessary and as required by the Travis County Departments/Offices.

7.14 Independent CONTRACTOR. The parties expressly acknowledge and agree that CONTRACTOR is an independent CONTRACTOR, operating solely in that capacity, and assumes all of the rights, obligations and liabilities applicable to him as an independent CONTRACTOR. CONTRACTOR shall not be considered an employee of COUNTY, or gain any rights against COUNTY pursuant to the COUNTY'S personnel policies.

7.15 Governing Law. The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

7.15.1 Severability. Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.

7.15.2 Law and Venue. All obligations under this Agreement shall be performable in Travis County, Texas. Venue for any litigation concerning this Agreement shall be in the City of Austin, Travis County.

7.15.3 Assignment. No party may assign any of the rights or duties created by this Agreement without the prior written approval of the other party. It is acknowledged by CONTRACTOR that no officer, agent, employee or representative of COUNTY has any authority to assign any part of this Agreement unless expressly granted that authority by Commissioners Court.

7.16 Binding Contract. Notwithstanding any other provision of this Agreement, this Agreement shall be binding upon and inure to the benefit of the COUNTY and the CONTRACTOR and their respective successors, executors, administrators, and assigns. Neither the COUNTY nor the CONTRACTOR may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.

7.17 Performance of Other Services. As a part of this Agreement, it is understood that CONTRACTOR is free to provide services outside this Agreement as it sees fit at those times which CONTRACTOR is not obligated to COUNTY. It is also understood that COUNTY is free to have more than one contractor providing the type of services included in this Agreement.

7.18 Survival. Conditions and covenants of this Agreement which by their terms are performable after the termination, expiration, or end of this Agreement shall survive such termination, expiration, or end and remain fully performable.

7.19 Interpretational Guidelines

7.19.1 Computation of Time. When any period of time is stated in this Agreement, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that COUNTY has declared a holiday for its employees, these days shall be omitted from the computation.

7.19.2 Number and Gender. Words of any gender in this Agreement shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the Agreement clearly requires otherwise.

7.19.3 Headings. The headings at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Agreement.

7.20 Conflict of Interest Questionnaire:

If required by Chapter 176, Texas Local Government Code, the CONTRACTOR shall complete and file the Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, Texas 78751. The CONTRACTOR shall update this Questionnaire by September 1 of each year for the duration of this Contract, as required by Chapter 176 of the Local Government Code. In addition, if any statement on a submitted Questionnaire becomes incomplete or inaccurate, the CONTRACTOR shall submit an updated Questionnaire. The CONTRACTOR should note that the law requires the County to provide access to a filed Questionnaire on the official Travis County Internet website.

7.21 The person or persons signing this Agreement on behalf of CONTRACTOR, or representing themselves as signing this agreement on behalf of CONTRACTOR, do hereby warrant and guarantee that he, she or they have been duly authorized by CONTRACTOR to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR validly and legally to all terms, performances, and provisions in this Agreement.




DUPLICATE ORIGINALS

This Agreement will be executed in duplicate originals and be effective when executed by both parties.

**Contractor**

**Travis County**

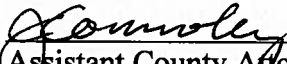
  
By: MICHAEL J. HAMILTON - VP  
Name and Title (Printed) *Commercial*

\_\_\_\_\_  
By: Samuel T. Biscoe  
Travis County Judge

Date: 6/4/13

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

Approved as to Legal Form By:

  
\_\_\_\_\_  
Assistant County Attorney

Funds Verified By:

\_\_\_\_\_  
County Auditor

Approved by Purchasing:

\_\_\_\_\_  
Cyd Grimes, C.P.M., CPPO, Purchasing Agent

**ATTACHMENT A**  
**SCOPE OF SERVICES**

1. Requesting facilities include:
  - a. Travis County Correctional Complex at 3614 Bill Price Road, Del Valle, TX (HSB Clinic)
  - b. Travis County Jail Downtown Medical Nursing Station on the 1<sup>st</sup> floor at 500 West 10<sup>th</sup> Street, Austin, TX (TCJ Medical)
2. Routine Courier Pick-Up of Laboratory Specimens: 2 (two) times daily Monday through Sundays, including Holidays at HSB Clinic and the TCJ Medical. Times are between 10:00 – 11:00 A.M. and between 4:00 – 5:00 PM each day. Contractor may call prior to arrival to determine if pick-up is needed. HSB Clinic (512) 854-4193 and TCJ Medical (512) 854-9347.
3. Routine Results of Laboratory Specimens: Within 24 (twenty-four) hours of routine courier pick-up at HSB Clinic and the TCJ Medical. Notification may be via fax or printer. County will provide a dedicated phone line; contractor will provide a fax machine and/or printer, if needed, to include hardware and maintenance as required. Notification may be electronic, via fax or printer as determined by the County.
4. Emergency Pick-Up of Laboratory Specimens: Contractor shall endeavor to provide requests for emergency pick-up of laboratory specimens within 60 minutes of notification from HSB Clinic and the TCJ Medical. Travis County acknowledges that response times shall vary depending on factors such as the time of day of the request. Additional charges for unscheduled pickups may apply and such charges shall be negotiated locally based on the specific request(s).
5. Emergency Results of Laboratory Specimens are to be faxed or telephonically reported to requesting facility (HSB Clinic or TCJ Medical) within 4 (four) hours from accessioning provided that the ordered test is on the laboratory's current STAT Test Menu (Attachment G) and the specimen to be tested is accessioned between 8 AM and 7 PM Monday through Friday or 10 AM and 2 PM on Saturday. Travis County estimates that the need for emergency results (STAT) is less than 5% of all results.
6. Laboratory supplies are to be delivered to the requesting facility within 24 (twenty-four) hours. The delivery will be made on routine courier pick-up Monday-Friday only. Delivery of laboratory supplies will not be made on Travis County holidays or weekends.

Laboratory Supplies include: needles, vacutainers, blood tubes, laboratory specimen ordering forms and any supplies needed to collect the specimens. Specification collection materials provided by Contractor will be designed to avoid exposure, contamination and especially "needle sticks". The County will determine the type/design of the materials to be used. The cost of laboratory supplies is included in the cost of each test.

7. All invoices submitted by Contractor must reference the contract number and Travis County purchase order on the invoice, contain the date of the testing, patient's name and jail identification #, description and CPT code number of the test, location of the test and the cost of the test.

Invoices must be submitted grouped by numeric code of test or alphabetically by test name in the same format as the submitted Texas Medicare Fee Schedule.

Invoices must be sent to: Maria Wedhorn  
Attn: Fiscal Department  
3614 Bill Price Road  
Del Valle, TX 78617

8. All testing must be done in accordance with Clinical Laboratory Improvement Amendments (CLIA). CLIA Laboratory Certificate of Accreditation must be provided to the County within ten (10) calendar days after award.
9. Upon award, Contractor will supply a laboratory specimen collection *procedure* manual, including any Updates and /or changes to the HSB Clinic, TCJ Medical and the Medical Section Supervisor.

**ATTACHMENT B**  
**SCHEDULE OF ITEMS**

**NOTE: THE FOLLOWING SCHEDULE OF ITEMS, ALONG WITH THE OFFEROR'S PROPOSAL, AND ANY DEVIATION TO WHICH TRAVIS COUNTY HAS AGREED, IN WRITING, WILL BECOME PART OF THE CONTRACT.**

**PART III-SCHEDULE OF ITEMS**

**(NOTE: This Schedule of Items will become Attachment B to the Professional Services Agreement at the time of Contract Award)**

Offerer agrees to provide and deliver the specified General Medical Laboratory Services in accordance with the Specifications, Terms and Conditions, and Special Provisions of this Request for Services. All **Firm Fixed Prices** are to be offered for the items listed below and will not be higher than the current Texas Medicare Fee Schedule.

Actual requirements will be stated through issuance of individual purchase orders against the contract, and no obligation to pay for any quantities shall be deemed to exist unless or until such purchase orders are issued.

Please provide the unit prices on the following items 1-48. The bid tab will be calculated on items 1-48 solely for the purpose of establishing a common ground for identifying the best prices and achieving competition.

NOTE: Offerer **MUST** submit a complete **Price List** with the bid package, listing all tests offered by your firm including all of the below tests. **Contractor must indicate in Price List which items, if any, are not available "STAT".**

Percentage Discount shall remain firm for the period of the contract. The percentage discount shall also remain firm for the option periods should the County choose to exercise the option to renew. The percentage discount will be applied to each item in Contractor's **Price List**.

**Percent Discount Off Texas Medicare Fee Schedule % <sup>70</sup>\_\_\_\_\_** *(This amount will be multiplied by the 5th column below on items 1 - 48. The 5th column is titled - "Price Reflected In Texas Medicare Fee Schedule Submitted With bid". The Amount will then be subtracted from the "Price Reflected in Texas Medicare Fee Schedule Submitted With Bid" and the answer will go in the "After Percentage Discount" column for items 1-48.*

**(NOTE: PERCENT DISCOUNT MUST BE THE SAME FOR EACH ITEM ON THE PRICE LIST.)**

Item No.	CPT Code	Description	Unit	Price Reflected in Texas Medicare Fee Schedule Submitted With Bid	After Percentage Discount	Available STAT? Check One
1	<u>XXXXXX</u>	Aerobic Culture Urine Culture and Sensitivity)	EA	<u>\$ 50.00</u>	<u>\$30.00</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**PART III- SCHEDULE OF ITEMS**

Item No.	CPT Code	Description	Unit	Price Reflected in Texas Medicare Fee Schedule Submitted With Bid	After Percentage Discount	Available STAT? Check One
1	<u>87070</u>	Aerobic Culture: All sources (urine, wound, throat and etc) To include identification of any/ All organisms, including MRSA, And drug sensitivities.	EA	<u>\$ 11.84</u>	<u>\$3.55</u>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2	<u>87075, 87205</u>	Anaerobic Culture: All sources all bacterial organisms and drug sensitivities.	EA	<u>\$18.88</u>	<u>\$5.66</u>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3	<u>82140</u>	Serum Ammonia	EA	<u>\$20.03</u>	<u>\$6.01</u>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4	<u>82150</u>	Serum Amylase	EA	<u>\$8.91</u>	<u>\$2.67</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
5	<u>85025</u>	CBC with Differential	EA	<u>\$10.69</u>	<u>\$3.21</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
6	<u>87491, 87591</u>	Chlymidia/Gonorrhea Amplified DNA (endocervical or male Ureth) probe or urine specimen	EA	<u>\$96.48</u>	<u>\$28.94</u>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7	<u>80053</u>	Complete Metabolic Panel	EA	<u>\$14.53</u>	<u>\$ 4.38</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
8	<u>80185</u>	Serum Dilantin	EA	<u>\$18.22</u>	<u>\$ 5.47</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
9	<u>80051</u>	Electrolyte Panel	EA	<u>\$ 9.64</u>	<u>\$ 2.89</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

10	<u>80152</u>	Serum Elavil	EA	\$ 24.61	\$ 7.38	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
11	<u>83001, 83002</u>	FSH/LH	EA	\$ 51.00	\$ 15.30	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
12	<u>82955</u>	G6PD	EA	\$ 12.02	\$ 3.61	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
13	<u>82947</u>	Glucose Tolerance Test (1 hour)	EA	\$ 5.39	\$ 1.62	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
14	<u>82947</u>	Glucose Tolerance Test (3 hour)	EA	\$ 5.39	\$ 1.62	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
15	<u>84703</u>	HCG	EA	\$ 10.33	\$ 3.10	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
16	<u>86355, 86357, 86359, 86360</u>	Help/Suppressor (Includes CBC, absolute CD4+ helper/inducer; absolute lymph count; percentage of CD4)	EA	\$ 220.14	\$ 66.04	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
17	<u>87340</u>	Hepatitis B Surface Antigen	EA	\$ 14.20	\$ 4.26	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
18	<u>80074</u>	Hepatitis Panel, Acute w/reflex (HbsAg w/reflex confirm, HC Ab HA Ab IgM, HbcAb IgM)	EA	\$ 65.47	\$ 19.64	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
19	<u>80076</u>	Hepatic function Panel (Alb, Tbili, AP, AST, ALT, TP)	EA	\$ 11.23	\$ 3.37	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
20	<u>83036</u>	HgbA1C w/mean	EA	\$ 13.34	\$ 4.00	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
21	<u>85018</u>	Hemoglobin	EA	\$ 3.26	\$ 0.98	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
22	<u>83690</u>	Lipase	EA	\$ 9.47	\$ 2.84	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
23	<u>80178</u>	Serum Lithium	EA	\$ 9.09	\$ 2.73	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
24	<u>80055</u>	Obstetric Panel w/reflex (ABO/Rh, Antibody Scr RBC w/reflex, CBC, RPR, (DX) w/reflex confirm, HbsAg, w/reflex confirm, RubellaIgG Ab)	EA	\$ 62.93	\$ 18.88	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
26	<u>84146</u>	Serum Prolactin	EA	\$ 26.64	\$ 7.99	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
27	<u>85610</u>	Protine	EA	\$ 5.40	\$ 1.62	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
28	<u>86592</u>	RPR Quantitative	EA	\$ 5.87	\$ 1.76	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
29	<u>85652</u>	Sedimentation Rate	EA	\$ 3.71	\$ 1.11	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
30	<u>84479</u>	T3 Uptake	EA	\$ 8.89	\$ 2.67	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
31	<u>80157</u>	Serum Tegretol	EA	\$ 18.22	\$ 5.47	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
32	<u>84443</u>	Thyroid Stimulating Hormone	EA	\$ 23.10	\$ 6.93	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**PART III – SCHEDULE OF ITEMS, Continued**

Item No.	CPT Code	Description	Unit	With Bid	After % Discount	Available STAT?	
						Check One	
33	<u>87086, 87088</u>	Urine Culture	EA	\$ 22.23	\$ 6.67	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
34	<u>80157</u>	Serum Tegretol	EA	\$ 18.22	\$ 5.47	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
35	<u>80164</u>	Serum Valproic Level	EA	\$ 18.63	\$ 5.59	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
36	<u>86703</u>	Antibody Screen w/reflex to Western Blot Confirmation	EA	\$ 18.85	\$ 5.66	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
37	<u>87536</u>	HIV-RNA, QN, PCR	EA	\$ 116.96	\$ 35.09	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
38	<u>81401, 88235</u>	Mutation Detection for Sickle Cell Anemia	EA	\$ 202.42	\$ 60.73	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
39	<u>87901</u>	HIV-1 Genotype (for drug resistance)	EA	\$ 251.92	\$ 75.58	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
40	<u>80202 (2)</u>	Vancomycin (peak and trough)	EA	\$ 37.26	\$ 11.18	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
41	<u>83021, 85014, 85018, 85041</u>	Hemoglobin Electrophoresis	EA	\$ 35.48	\$ 10.64	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
42	<u>82570, 84156</u>	Urine (24 hour w/protein and creatinine)	EA	\$ 12.15	\$ 3.65	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
43	<u>82570, 84156, 84166</u>	Urine (24 hour w/o creatinine)	EA	\$ 36.67	\$ 11.00	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
44	<u>84478</u>	Triglycerides	EA	\$ 7.90	\$ 2.37	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
45	<u>86355</u>	T-Cell Count	EA	\$ 103.70	\$ 31.11	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
46	<u>88142</u>	Pap Smears	EA	\$ 27.85	\$ 8.36	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
47	<u>84703</u>	HCG (serum) Qual	EA	\$ 10.33	\$ 3.10	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
48	<u>84702</u>	HCG (serum) Quan	EA	\$ 12.01	\$ 3.60	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

**Travis County reserves the right to award on an "all or none" or "line item" basis**

The pricing provision below will apply.

Tests marked with "\*" denotes a special priced test. All other discountable tests are discounted at 65% off of Quest Diagnostics' Client Fee Schedule.

Certain high cost of performance assays and tests referred to other laboratories are non-discountable.

Tests in this bid are converted to the best of our ability; however, some prices may need to be adjusted upon receipt of additional test utilization, information, test components or other data.

In the event any reference laboratory, to which Quest Diagnostics refers testing, increases its charges to Quest Diagnostics at any time during the Initial Term or any Renewal Term of this Agreement, Quest Diagnostics shall have the right to increase its charges to Client for any such tests in an amount that is commensurate with the increase by the reference laboratory.

Pricing will be effective the day in which the signed document is received from the customer. However, if the signed pricing document is received by Hospital Sales Support on or after the 25th day of the month, that pricing will be effective the 1st day of the following month.

The CPT codes provided are based on AMA guidelines and are for informational purposes only. CPT coding is the sole responsibility of the billing party. Please direct any questions regarding coding to the payer being billed.

Reflex testing, if performed, is an additional charge.



**ATTACHMENT C**  
**INSURANCE REQUIREMENTS**

Contractor shall have, and shall require all subcontractors providing services under this Contract to have, Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor(s), Supplemental Insurance Requirements or alternate insurance options shall be imposed as follows:

**I. General Requirements Applicable to All Contractors' Insurance.**

The following requirements apply to the Contractor and to Subcontractor(s) performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.

B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VIII or higher.

C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to County immediately upon execution of this Contract.

D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Travis County Purchasing Agent within ten (10) working days of execution of the contract by both parties or the effective date of the Contract, whichever comes first. The Certificate(s) shall show the Travis County contract number and all endorsements by number.

E. Insurance required under this Contract which names Travis County as Additional Insured shall be considered primary for all claims.

F. Insurance limits shown below may be written as Combined Single Limits or structured using primary and excess or umbrella coverage that follows the form of the primary policy.

G. County reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.

H. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.

I. Insurance coverage specified in this Contract is not intended and will not be interpreted to limit the responsibility or liability of the Contractor or subcontractor(s).

## II. Specific Requirements

The following requirements (II.A - II.E, inclusive) apply to the Contractor and Subcontractor(s) performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

### A. Workers' Compensation and Employers' Liability Insurance

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
2. Employers' Liability limits are:
  - \$500,000 bodily injury each accident
  - \$500,000 bodily injury by disease
  - \$500,000 policy limit
3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Travis County and City of Austin:
  - a. Waiver of Subrogation (Form 420304)
  - b. Should any of the described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

### B. Commercial General Liability Insurance

1. Minimum limit:
  - \$500,000\* per occurrence for coverage A and B with a
  - \$1,000,000 policy aggregate

### C. Business Automobile Liability Insurance†

1. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$300,000\* per occurrence
2. Policy shall also include the following endorsements in favor of Travis County
  - a. Waiver of Subrogation (Form TE 2046A)
  - b. Should this policy be cancelled before the expiration date thereof, notice will be delivered in accordance with policy provisions.
  - c. Travis County added as additional insured

#### † **Alternative Insurance Requirement**

If NO transportation services of any type is provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits of  
 \$ 100,000/\$300,000/\$50,000  
 may be provided in lieu of Business Automobile Liability Insurance

### D. Professional Liability/E & O Insurance

1. Coverage shall be provided with a minimum limit of \$1,000,000 per claim /\$3,000,000 aggregate to cover errors or omissions arising out of Professional Services under this Contract.

2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date this Contract is signed and/or effective, whichever comes first. Coverage shall include a three (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting dates.
3. Subcontractor(s) who are not covered under Contractor's professional liability insurance shall provide Contractor with current certificates of insurance annually on the renewal date of their insurance policy.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/19/2012

**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 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> MARSH & MCLENNAN COMPANIES 1166 AVENUE OF THE AMERICAS NEW YORK, NY 10036		<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): FAX (A/C. No): E-MAIL: ADDRESS:	
37986 -MAIN-ALL-12-13      GL      Prof      Inc		<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> *QUEST DIAGNOSTICS INCORPORATED AND ITS WHOLLY OWNED SUBSIDIARIES 3 GIRALDA FARMS MADISON, NJ 07940		<b>INSURER A:</b> Travelers Prop. Casualty Co. Of America      NAIC # 25674 <b>INSURER B:</b> The Travelers Indemnity Company      25658 <b>INSURER C:</b> Illinois Union Insurance Co      27960 <b>INSURER D:</b> The Charter Oak Fire Insurance Company      25615 <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES      CERTIFICATE NUMBER:** NYC-006306014-27      **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> Hired AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			TC2JCAP-266T3603-TIL-12	12/31/2012	12/31/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 2,000,000			XFL G21820611 005 GL-Self Insured Retention	12/31/2012	12/31/2013	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<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			TC2JUB-266T3523-12 (AOS)	12/31/2012	12/31/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
B				TRKUB-266T3535-12 (AZ,MA,WI)	12/31/2012	12/31/2013	E.L. EACH ACCIDENT \$ 2,000,000
A				TC2JUB-1003A044-12 (CA)	12/31/2012	12/31/2013	E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
D				TC2OUB-1008A25A-12 (NV)	12/31/2012	12/31/2013	E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
(Professional Liability / Claims Made - Self Insured Retention - \$10,000,000 - 12/31/12 - 12/31/13)

\*EVIDENCE OF COVERAGE ONLY\*

<b>CERTIFICATE HOLDER</b> QUEST DIAGNOSTICS INCORPORATED 3 GIRALDA FARMS MADISON, NJ 07940	<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 of Marsh USA Inc. Maria Nicholson <i>Maria Nicholson</i>
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**ATTACHMENT D**  
**ETHICS AFFIDAVIT**

STATE OF TEXAS  
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

Date: 06/04/13  
Name of Affiant: Matthew J. Hamlin, FACHE  
Title of Affiant: Vice President, Commercial – Southwest Region  
Business Name of Proponent: Quest Diagnostics Clinical Laboratories, Inc.  
County of Proponent: Dallas County

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Proponent to make this affidavit for Proponent.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Proponent has received the list of key contracting persons associated with this solicitation which is attached to this affidavit as Exhibit "1".
5. Affiant has personally read Exhibit "1" to this Affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit "1" with whom Proponent is doing business or has done business during the 365 day period immediately before the date of this affidavit whose name is not disclosed in the solicitation.

[Signature]  
Signature of Affiant

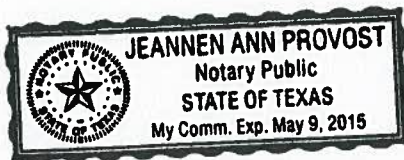
4770 Regent Boulevard Irving, TX 75063  
Address

SUBSCRIBED AND SWORN TO before me by MATTHEW HAMLIN on JUNE 4, 2013

[Signature]

Notary Public, State of TEXAS

Typed or printed name of notary  
My commission expires: 5-9-2015



**EXHIBIT A**  
**LIST OF KEY CONTRACTING PERSONS**

April 30, 2013

**CURRENT**

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
County Judge .....	Samuel T. Biscoe	
County Judge (Spouse) .....	Donalyn Thompson-Biscoe	
Executive Assistant .....	Cheryl Brown	
Executive Assistant.....	Melissa Velasquez	
Executive Assistant.....	Josie Z. Zavala	
Executive Assistant.....	Vacant	
Commissioner, Precinct 1 .....	Ron Davis	
Commissioner, Precinct 1 (Spouse).....	Annie Davis	Seton Hospital
Executive Assistant.....	Deone Wilhite	
Executive Assistant.....	Felicitas Chavez	
Commissioner, Precinct 2 .....	Sarah Eckhardt	
Commissioner, Precinct 2 (Spouse) .....	Kurt Sauer	Daffer McDaniel, LLP
Executive Assistant .....	Loretta Farb	
Executive Assistant .....	Joe Hon	
Executive Assistant .....	Peter Einhorn	
Commissioner, Precinct 3 .....	Gerald Daugherty*	
Commissioner, Precinct 3 (Spouse).....	Charyl Daugherty	Consultant
Executive Assistant.....	Bob Moore*	
Executive Assistant.....	Martin Zamzow*	
Executive Assistant.....	Barbara Smith*	
Commissioner, Precinct 4.....	Margaret Gomez	
Executive Assistant.....	Edith Moreida	
Executive Assistant.....	Norma Guerra	
County Treasurer .....	Dolores Ortega-Carter	
County Auditor .....	Nicki Riley*	
County Executive, Administrative.....	Vacant	
County Executive, Planning & Budget.....	Leslie Browder*	
County Executive, Emergency Services.....	Danny Hobby	
County Executive, Health/Human Services.....	Sherri E. Fleming	
County Executive, TNR .....	Steven M. Manilla, P.E.	
County Executive, Justice & Public Safety .....	Roger Jefferies	
Director, Facilities Management.....	Roger El Khoury, M.S., P.E.	
Interim Chief Information Officer .....	Tanya Acevedo	
Interim Chief Information Officer .....	Rod Brown	
Interim Chief Information Officer .....	Walter Lagrone	
Director, Records Mgment & Communications .....	Steven Broberg	
Travis County Attorney .....	David Escamilla	
First Assistant County Attorney .....	Steve Capelle	
Executive Assistant, County Attorney .....	James Collins	

Director, Land Use Division .....Tom Nuckols  
 Attorney, Land Use Division .....Julie Joe  
 Attorney, Land Use Division .....Christopher Gilmore  
 Director, Transactions Division .....John Hille  
 Attorney, Transactions Division .....Daniel Bradford  
 Attorney, Transactions Division .....Elizabeth Winn  
 Attorney, Transactions Division .....Mary Etta Gerhardt  
 Attorney, Transactions Division .....Barbara Wilson  
 Attorney, Transactions Division .....Jim Connolly  
 Attorney, Transactions Division .....Tenley Aldredge  
 Director, Health Services Division .....Beth Devery  
 Attorney, Health Services Division .....Prema Gregerson  
 Purchasing Agent .....Cyd Grimes, C.P.M., CPPO  
 Assistant Purchasing Agent .....Marvin Brice, CPPB  
 Assistant Purchasing Agent .....Bonnie Floyd, CPPO, CPPB, CTPM  
 Purchasing Agent Assistant IV .....CW Bruner, CTP  
 Purchasing Agent Assistant IV .....Lee Perry  
 Purchasing Agent Assistant IV .....Jason Walker  
 Purchasing Agent Assistant IV .....Richard Villareal  
 Purchasing Agent Assistant IV .....Patrick Strittmatter  
 Purchasing Agent Assistant IV .....Lori Clyde, CPPO, CPPB  
 Purchasing Agent Assistant IV .....Scott Wilson, CPPB  
 Purchasing Agent Assistant IV .....Jorge Talavera, CPPO, CPPB  
 Purchasing Agent Assistant IV .....Loren Breland, CPPB  
 Purchasing Agent Assistant IV .....John E. Pena, CTPM  
 Purchasing Agent Assistant IV .....Rosalinda Garcia  
 Purchasing Agent Assistant IV .....Angel Gomez\*  
 Purchasing Agent Assistant III .....Shannon Pleasant, CTPM  
 Purchasing Agent Assistant III .....David Walch  
 Purchasing Agent Assistant III .....Michael Long, CPPB  
 Purchasing Agent Assistant III .....Nancy Barchus, CPPB  
 Purchasing Agent Assistant III .....Jesse Herrera, CTP, CTPM, CTCM\*  
 Purchasing Agent Assistant III .....Sydney Ceder\*  
 Purchasing Agent Assistant III .....Vacant  
 Purchasing Agent Assistant II.....Vacant  
 Purchasing Agent Assistant II.....L. Wade Laursen\*  
 Purchasing Agent Assistant II.....Sam Francis\*  
 HUB Coordinator.....Sylvia Lopez  
 HUB Specialist.....Betty Chapa  
 HUB Specialist.....Jerome Guerrero  
 Purchasing Business Analyst .....Scott Worthington  
 Purchasing Business Analyst .....Jennifer Francis  
 Sheriff's Office.....Major Mark Sawa  
 Director of Inmate Treatment Services.....Mike Summers

**FORMER EMPLOYEES**

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Purchasing Agent Assistant III .....	Elizabeth Corey, C.P.M. ....	03/14/13
Attorney, Transactions Division .....	Tamara Armstrong .....	03/30/13
Executive Assistant .....	Lori Duarte .....	06/15/13
Chief Information Officer .....	Joe Harlow .....	07/31/13
County Auditor .....	Susan Spataro, CPA .....	08/31/13
Purchasing Agent Assistant IV .....	George R. Monnat, C.P.M., A.P.P. ....	09/26/13
Executive Assistant .....	Cheryl Aker .....	10/05/13
Purchasing Agent Assistant II .....	Jayne Rybak, CTP .....	12/14/13
Commissioner, Precinct 3 .....	Karen Huber .....	01/01/14
Executive Assistant .....	Garry Brown .....	01/01/14
Executive Assistant .....	Julie Wheeler .....	01/01/14
Executive Assistant .....	Jacob Cottingham .....	01/01/14



**EXHIBIT 2**  
**DISCLOSURE**

Contractor acknowledges that Contractor is doing business or has done business during the 365 day period immediately prior to the date on which this proposal is due with the following key contracting persons and warrants that these are the only such key contracting persons:

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If no one is listed above, Contractor warrants that Contractor is not doing business and has not done business during the 365-day period immediately prior to the date on which this proposal is due with any key contracting person.

**ATTACHMENT E**  
**CERTIFICATION REGARDING DEBARMENT**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Federal Executive Order 12549 requires Travis County to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

**By signing and submitting this certification, the contractor/potential contractor accepts the following terms:**

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government or Travis County may pursue available remedies, including suspension and/or debarment.
2. The potential contractor shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principle," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by a federal department or agency, and/or Travis County, as applicable.

**Do you have or do you anticipate having subcontractors under this proposed contract? \_\_\_ YES X NO**

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts "without modification, in all covered subcontracts"; and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, any federal agency and/or Travis County may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

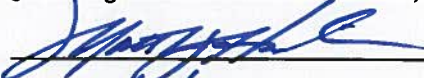
Indicate in the appropriate box which statement applies to the covered contractor/potential contractor:

The contractor/potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency, the State of Texas, or Travis County.

The contractor/potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the contractor/potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Quest Diagnostics Clinical Laboratories, Inc.

38-2084239

  
\_\_\_\_\_  
6/4/13

**Matthew J. Hamlin, FACHE**

**Vice President, Commercial – Southwest Region**

Signature of Authorized Representative      Date

Printed/Typed Name & Title of Authorized

**ATTACHMENT F**  
**PROPOSAL**

**ATTACHMENT G**  
**STAT TEST MENU**



Quest  
Diagnostics

**Austin Rapid Response Laboratory**  
**STAT Test Menu** **Southwest Region**

**2013 STAT Test Menu**

223	Albumin
234	Alkaline Phosphatase
823	ALT (SGPT)
822	AST (SGOT)
10165	Basic Metabolic Profile
8631	Bilirubin, Total and Direct Neonatal
20381	Bilirubin, Total, Pediatric
0285	Bilirubin, Direct
267	Bilirubin, Total
34182	Bilirubin, Direct Neonatal
0294	BUN
0303	Calcium
8399	CBC
330	Chloride
310	CO2
10231	Comprehensive Metabolic Panel
0375	Creatinine
34382	Electrolyte Panel
0483	Glucose, Serum
509	Hematocrit
0733	Potassium
8847	Prothrombin Time w/INR (PT w/INR)
0763	Partial Thromboplastin Time (PTT)
836	Sodium, serum
754	Total Protein, serum
5463	Urinalysis
7909	Urinalysis with Reflex to Microscopic

**Austin Rapid Response STATS**

- The above are the only tests available on a STAT basis through the Austin Rapid Response Laboratory
- STAT testing is available 6 days a week, from the hours of 8AM to 7PM Monday through Friday and 10am to 2pm on Saturday.
- Turnaround time (TAT) on STAT testing is a maximum of **4** hours from receipt in the testing laboratory
- Please mark STAT on the requisition, place the requisition and specimen in a **RED** STAT bag
- **Please call the Logistics Department for a STAT pickup using 1- (866) MYQUEST (697-8378) or 1-866-697-8378**

*Elisabeth S. Brockie*

Elisabeth S. Brockie, D.O., Medical Director

4-3-13

Date

Revised April 3, 2013