



*Protecting our children,
families and future*

Agreement between Prosecuting Attorney and Genetic Testing Vendor

This Agreement for Genetic Testing Services, dated _____ is to specify the requirements for the _____ County Prosecuting Attorney's Office _____ (Vendor), pursuant to the Professional Services Contract signed by the State of Indiana with the Vendor on July 1, 2015, to provide genetic testing services to the Prosecutor Offices throughout the State of Indiana.

This notice relates to contract ("Contract") (check or "X" applicable):

- DDC** (State Contract EDS# A93-6-16-CS-P0-3307)
- LabCorp** (State Contract EDS# A93-6-16-CS-P0-3306)

1. Length of Agreement

This Agreement continues for the length of time that the underlying Contract is in effect, or for a shorter length of time if the County chooses to terminate the Agreement. The County may terminate this Agreement at any time, at its sole discretion and convenience, without cause or a declaration of a breach of the Contract, upon 30 days written notice to the Vendor by first class mail or by email at the address provided in paragraph 5 below. Dispute resolution between the Vendor and the State regarding actions or omissions at the County or laboratory level will include input from the County, but the outcome of such dispute resolution activities are independent of the County's decision to continue or discontinue this Agreement. This Agreement is automatically renewed if the State's Contract with the Vendor is extended, and is terminated, without notice to the Vendor from the County Prosecutor, if the State or the Vendor terminates the Contract earlier than the full term of the Contract.

2. Pricing

The County acknowledges that there are two prices for the Services described in the Contract, one for Services provided when the Vendor or its representative collects the sample, and another for Services provided when the County or a third-party not paid by the Vendor collects the sample.

The Contract rates for the Vendor-collected Services are:

DDC: \$ 30.75 for each Vendor-collected sample

LabCorp: \$ 32.00 for each Vendor-collected sample

The Contract rates for the County-collected Services are:

DDC: \$ 22.75 for each County-collected sample

LabCorp: \$ 23.00 for each County-collected sample

3. Contract Terms and Conditions and Service Level Requirements Incorporated into Agreement

Vendor acknowledges that it must abide by the terms and conditions of the Contract, including the Service Level Requirements (SLRs) that include liquidated damages if the Vendor is found to be noncompliant. Vendor will timely and effectively remedy any insufficiencies and provide customer service to the County at or exceeding the standards contained in the SLRs. The Contract terms and conditions and SLRs are incorporated into this Agreement.

Additional terms and conditions: (optional, depending upon County preference. Check box to include it in the contract)

- Vendor shall mail copies of the test results to the parties tested by first class mail.
- Vendor shall make a photocopy or take a picture of the proof of identification (e.g., driver's license) provided by each person tested.
- The County will collect genetic samples and the following County employees are approved to collect the genetic samples (insert list of names).
- The County wishes to receive the genetic test results in the following manner:
 - A hard copy of the test results mailed to the county by first class mail
 - Through the vendor's website
 - Both through the vendor's website and a mailed copy of the results

4. Agreed Date, Time, and Location of Testing

Until the County determines otherwise and arrangements are made with Vendor to adjust the schedule, it is agreed that:

Testing will be done primarily by the County Staff (County Draw) on an as needed basis and/or using the following schedule (if the county has scheduled testing times):

Testing will be done primarily by the Vendor Staff (Vendor Draw) using the following schedule:

Testing will be done on a ___ weekly ___biweekly ___ monthly ___ other basis [check or "X" one]:

Starting the week of _____, 20____;

On _____ Day(s) of the week;

At _____ Time(s) of day.

Testing will be done at the following location(s): (list addresses of the testing facilities, include in the list any hospitals or clinics that may be additional collection sites)

Upon 14 days advance notice to the Vendor, this schedule may be adjusted to accommodate County holidays, schedules of County employees and other circumstances which may require an adjustment in the testing schedule.

5. Contact Information

The Vendor will contact the State if there are Contract-related issues but contact the County if there are individual case issues. All steps in the genetic testing process, including the receipt of the reports and coordination of expert testimony (if needed), will be managed at the County level.

The contact for the Vendor regarding this Agreement is: _____, _____, _____.

The contact for the County regarding this Agreement is: _____, _____, _____.

6. Signatures

Signed this day of , .

Prosecutor's Office

Vendor

Signature

Signature

Printed Name

Printed Name

Title

Title

County Prosecutor's Office

Address

Address

City/State/Zip Code

City/State/Zip Code

Phone

Phone

Email Address

Email Address

Cc: Indiana DCS, Child Support Bureau – Attention: Lori Tolliver, Lori.Tolliver@dcs.IN.gov