

ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
2100 CLARENDON BOULEVARD, SUITE 500  
ARLINGTON, VIRGINIA 22201

NOTICE OF CONTRACT AMENDMENT

**TO:** Laboratory Corporation of America Holding, Inc.  
500 Perimeter Park Dr. Suite C  
P.O. Box 1280  
Burlington, North Carolina 27560

**DATE ISSUED:** March 20, 2020  
**CONTRACT NO:** 18-053-R  
**CONTRACT TITLE:** 'Laboratory Supplies and Equipment

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**THIS IS A NOTICE OF A CONTRACT AMENDMENT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.**

The contract documents consist of the terms and conditions of AGREEMENT No. 18-053-R including any attachments or amendments thereto. Rider Agreement to Commonwealth of Virginia Department of General Services contract no. E194-212.

**EFFECTIVE DATE:** March 20, 2020

**EXPIRES:** August 26, 2021

**RENEWALS:** Yes (three additional two-year contract terms)

**COMMODITY CODE(S):** 17500

**LIVING WAGE:** YES

**ATTACHMENTS:**

AMENDMENT No.2  
Specimen Collection Agreement (Exhibit 1)

**EMPLOYEES NOT TO BENEFIT:**

**NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.**

**VENDOR CONTACT:** Jon Rand **VENDOR TEL. NO.:** ((202) 713-8047

**EMAIL ADDRESS:** randj1@LabCorp.com

**COUNTY CONTACT:** Mridu Tripathi (BHD AND DHS) **COUNTY TEL. NO.:** (703) 228-4936

**COUNTY CONTACT EMAIL:**[mtripathi@arlingtonva.us](mailto:mtripathi@arlingtonva.us)

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**PURCHASING DIVISION AUTHORIZATION**

**VANESSA MOOREHEAD** Title **PROCUREMENT OFFICER** Date **3/20/2020**

**ARLINGTON COUNTY, VIRGINIA**

**AGREEMENT NO. 18-053-R  
AMENDMENT NUMBER 2**

This Amendment Number 2 is made on the date of execution by the County and amends Agreement Number 18-053-R ("Main Agreement") dated October 11, 2019 between Laboratory Corporation of America Holding Inc., ("Contractor") and the County Board of Arlington County, Virginia ("County").

The County and the Contractor agree to amend the main contract called for under the Main Agreement as follows:

Add onsite Phlebotomy Services in accordance with the Commonwealth of Virginia Department of General Services contract no. E194-212, Patient Specimen Collection Agreement (Exhibit 1).

All other terms and conditions of the Main Agreement remain in effect.

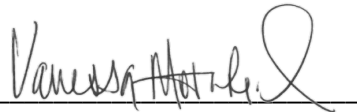
WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON

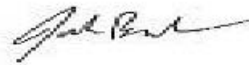
LABORATORY CORPORATION OF AMERICA HOLDING,  
INC.

COUNTY, VIRGINIA

AUTHORIZED  
SIGNATURE: \_\_\_\_\_



AUTHORIZED  
SIGNATURE: \_\_\_\_\_



NAME: VANESSA MOOREHEAD

NAME: Josh Branch

TITLE: PROCUREMENT OFFICER

TITLE: AVP

DATE: 3/20/2020

DATE: 3/20/2020

## PATIENT SPECIMEN COLLECTION SERVICES AGREEMENT

This Agreement made on the date of execution , (the "Agreement") by and between Arlington County Board ("CLIENT"), and Laboratory Corporation of America Holdings ("LABORATORY").

WHEREAS, as a convenience to patients, LABORATORY agrees to provide CLIENT with specimen collection services in connection with the clinical laboratory services provided by LABORATORY for CLIENT (collectively "Services) the parties agree to the following

1. LABORATORY shall place in CLIENT's office a patient service technician ("PST") who shall be responsible for providing specimen collection services for an initial term of one (1) year beginning on the date of execution and ending September 4, 2020 and shall be automatically renewed for an additional period of one (1) year at the end of each one (1) year term unless previously terminated. This Agreement may be terminated by either party, with or without cause, at any time, by giving the other party written notice at least five (5) days prior to the effective date of termination.
2. The PST will perform only duties and services directly related to the collection of blood and urine samples to be tested by LABORATORY, obtaining billing information for LABORATORY's use, and completing the appropriate test request forms. In no event will LABORATORY's PST perform any on-site testing including but not limited to point of collection testing (POCT). LABORATORY will provide the PST with appropriate supplies and equipment to be used solely in connection with the Services. The Services will be provided by LABORATORY to the extent allowed by applicable laws and regulations and in accordance with LABORATORY's then-current policies, procedures, and guidelines.
3. LABORATORY shall accept legal responsibility for actual damages or injuries that are proximately caused by the negligence or willful misconduct of the PST. In no event shall LABORATORY be held responsible for punitive damages, or consequential, incidental, or special damages including lost profits or revenue.
4. CLIENT shall be responsible for providing accurate information for completion of test request forms, including but not limited to providing patient demographic information and diagnosis code(s). When CLIENT orders a test that may not be covered or may have limited coverage by Medicare, CLIENT shall ensure that the patient is made aware of the possibility that the patient may be responsible for payment of the testing services ordered by CLIENT.
5. CLIENT agrees not to request or permit the PST to perform any other duties or services, including but not limited to, answering CLIENT telephones, acting as a receptionist, performing clerical or administrative functions for the CLIENT or acting as a medical or nursing assistant. The CLIENT shall not ask the PST to enter or perform Services in an Isolation Ward, Infectious Disease Area or any other area which is restricted by virtue of the diseases which are or may be present.
6. The PST shall serve as the exclusive employee of LABORATORY and shall in no way serve or act as an employee, contractor or agent of CLIENT. CLIENT agrees that LABORATORY may perform random unannounced visits for the purpose of monitoring compliance with the terms of this Agreement and applicable laws and regulations.
7. Patient specimen collection services are needed by CLIENT during the regularly scheduled hours of:

Monday 8:30 AM - 5:30 PM

Tuesday 10:00 AM - 7:30 PM

Wednesday 8:30 AM - 5:30 PM

Thursday 10:00 AM - 7:30 PM

Friday 8:00 AM - 4:00 PM

Total hours per week not to exceed Forty (40.0) with one (1.0) hour for lunch each day. If for any reason, LABORATORY is unable to provide Services during such regularly scheduled hours, CLIENT agrees to either provide its own specimen collection services or refer its patients to LABORATORY's Patient Service Centers. CLIENT shall provide a separate designated space during such regularly scheduled hours for the exclusive use of the PST to perform the Services.

8. LABORATORY will submit to CLIENT a monthly statement of Services rendered to CLIENT by LABORATORY for the prior month and CLIENT agrees to remit payment to LABORATORY for all specimen collection services for specimens drawn for Client's on-site laboratory at the rate of Three Dollars (\$3.00) per specimen collection, representing the fair market value of such specimen collection. Any change in the fees reflected herein shall be effective following a thirty (30) day written notice to CLIENT. Payment for Services is due thirty (30) days after the date of invoice. Failure

to remit payment within said time may result, among other remedies available to LABORATORY, in discontinuation of Services. Nothing in the foregoing provision shall serve to waive any rights or remedies available to LABORATORY with respect to its providing Services to CLIENT.

9. The parties agree that in the event LABORATORY collects a specimen that is not to be tested by LABORATORY: (a) LABORATORY shall provide the specimen collection services at a charge to CLIENT of Three Dollars (\$3.00) per specimen collection; and (b) if CLIENT does bill the patient or any responsible third party, CLIENT represents and warrants that it will bill in accordance with all applicable laws and regulations. The parties agree that the fees payable pursuant to this section are intended to be the "fair market value" of the Services being provided, meaning the value in arm's length transactions, consistent with the general market price.
10. 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 including but not limited to, the Health Insurance Portability and Accountability Act of 1996, as amended, and its accompanying regulations ("HIPAA"), the Program Fraud Civil Remedies Act of 1986, the Deficit Reduction Act of 2005, the related Federal Civil False Claims Act and State False Claims Acts, and associated whistleblower protections.
11. Should legal counsel for either party reasonably conclude that any portion of this Agreement is or may be in violation of any such requirements, or any subsequent enactment by any federal, state or local authority, this Agreement shall terminate immediately upon notice.
12. Each party to this Agreement acknowledges that no representation, inducement, promise or agreement, orally or otherwise, has been made by any party, which is not embodied herein, and no other agreement, statement or promise relating to specimen collection services not contained in this Agreement shall be valid or binding.
13. Any notice required or desired to be given pursuant to this Agreement shall be in writing and shall be given by certified mail or registered mail to LABORATORY at:

Laboratory Corporation of America Holdings  
430 South Spring Street  
Burlington, NC 27215  
Attention: Contract Administrator

with a copy to:

Laboratory Corporation of America Holdings  
531 South Spring Street  
Burlington, North Carolina 27215  
Attention: Law Department


and if to CLIENT at:

Arlington County Board  
2100 Clarendon Blvd., Suite 500  
Arlington, Virginia 22201  
Attention: Vanessa Moorehead – Procurement Officer

14. It is further agreed, that this Agreement constitutes the entire understanding concerning specimen collection services between all parties hereto, and no amendment or modification of its terms shall be valid or binding upon any party unless addressed in writing and signed by both parties hereto.
15. LABORATORY shall be responsible for the removal of any medical waste generated by providing the services hereunder. LABORATORY shall not be responsible for the removal or disposal of any other medical waste generated in CLIENT's facility.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective authorized representatives as of the day and year as first above written.

Laboratory Corporation of America Holdings  
(LABORATORY)

  
\_\_\_\_\_  
Josh Branch Date

AVP  
\_\_\_\_\_  
Title

Arlington County Board  
(CLIENT)

  
\_\_\_\_\_  
Vanessa Moorehead Date

Procurement Officer  
Title