



**SAN FRANCISCO
HUMAN SERVICES AGENCY**

Department of Benefits
and Family Support

Department of Disability
and Aging Services

Office of Early Care
and Education

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London Breed
Mayor

Trent Rhorer
Executive Director

MEMORANDUM

TO: HUMAN SERVICES COMMISSION

THROUGH: TRENT RHORER, EXECUTIVE DIRECTOR

FROM: JOAN MILLER, DEPUTY DIRECTOR
ESPERANZA ZAPIEN, DIRECTOR OF CONTRACTS

DATE: JUNE 17, 2022

SUBJECT: NEW CONTRACT: **LABORATORY
CORPORTATION OF AMERICAN HOLDINGS
(LABCORP)(FOR PROFIT) TO PROVIDE GENETIC
TESTING TO FAMILIES INVOLVED WITH CHILD
WELFARE**

GRANT TERM: 7/1/22 to 6/30/26

GRANT AMOUNT:	<u>New</u>	<u>Contingency</u>	<u>Total</u>		
	\$30,000	\$3,000	\$33,000		

ANNUAL AMOUNT: \$7,500

<u>Funding Source</u>	<u>County</u>	<u>State</u>	<u>Federal</u>	<u>Contingency</u>	<u>Total</u>
FUNDING:	\$30,000			\$3,000	\$33,000
PERCENTAGE:	100%				

DS
EE

The Department of Benefits and Family Support (BFS) requests authorization to enter into a contract with Labcorp for the period of 7/1/22 to 6/30/26, in an amount of \$30,000 plus a 10% contingency for a total amount not to exceed \$33,000. The purpose is to provide genetic testing services to families involved with Child Welfare.

Background

The purpose of genetic testing services is to preserve and establish family relationships and to promote the financial, physical and emotional well-

being of children through the establishment of paternity. HSA requires genetic testing services to assist in resolving issues of biological paternity in cases where an alleged father denies that he is a child's biological father, or in cases in which paternity and maternity is otherwise in question. Genetic testing is part of a larger array of services aimed toward reunification of foster children with families and maintaining foster children in their communities.

Services to be Provided

Contractor shall provide all aspects of parentage testing, including, but not limited to, specimen collection, scheduling, provision of supplies, shipping of material, genetic analysis, reporting of results, and educational training, and litigation support services, including expert testimony and consultations. Services will include: Scheduling, specimen collection, transportation, testing and reporting.

For a full description, see attached Scope of Work, Appendix A

Selection

Contractor was selected through Request for Proposals 967, which was competitively bid in January 2022.

Funding

Funding for this contract is 100% local general funds

ATTACHMENTS

Appendix A – Services to be Provided

Appendix B – Budget

Labcorp
Appendix A: Scope of Services to be Provided
July 1, 2022 to June 30, 2026

I. Purpose of Contract

The purpose to provide genetic testing needed to preserve and establish family relationships and to promote the financial, physical and emotional well-being of children through the establishment of parentage. HSA requires genetic testing services to assist in resolving issues of biological parentage in cases where an alleged father denies that he is a child's biological father, or in cases in which parentage is otherwise in question. In a very rare circumstance, there may be a need for genetic testing services to identify the mother. The Contractor will provide genetic testing services as part of a set of services aimed to help foster children reunify with families and maintain foster children in their communities.

II. Definitions

AABB	Association for the Advancement of Blood and Biotherapies
HSA	San Francisco Human Services Agency
Labcorp	Laboratory Corporation of American Holdings
PSW	Protective Services Workers
PSS	Protective Service Supervisor
Parentage	The identity and origins of one's parents

III. Target Population

The target population is families involved with Child Protective Services.

IV. Description of Services

Contractor shall provide all aspects of parentage testing, including, but not limited to, specimen collection, scheduling, provision of supplies, shipping of material, genetic analysis, reporting of results, and educational training, and litigation support services, including expert testimony and consultations. Services will include, but will not be limited to:

1. Scheduling

For the in county, the Contractor will schedule clients within 24 to 48 hours. For out-of-county and out-of-state, the Contractor will schedule clients within 10 days, schedule availability permitting, and coordinate specimen collection. As part of its routine service, Contractor will also facilitate collections at correctional facilities and/or court house.

2. Specimen Collection

In response to HSA requests, Contractor will coordinate specimen collections at the designated sites in San Francisco. Contractor will collect buccal swab and/or blood samples for all out-of-county and out-of-state requests. Contractor shall provide translation service to monolingual clients with no additional charge. Contractor will

provide training for DPH Staff on collection of buccal swab and/or blood samples and on keeping the chain of custody for samples intact.

3. Transportation of Samples to Testing Laboratory

DPH Staff will perform collection of buccal swab and/or blood samples for clients scheduled in San Francisco. Contractor shall utilize secure overnight couriers to ship specimens in tamper-resistant packaging from the collection sites to its laboratory. Contractor shall inspect all incoming specimens packaging and paperwork to ensure that the integrity of the specimens has not been compromised and that the chain of custody for samples has been intact. For out of County and out of State testing, Labcorp will ensure all samples are obtained securely and confidentially. Labcorp will ensure all testing of samples is done in accordance with genetic testing standards and laws to ensure the integrity of the specimens collected have not been compromised. The chain of custody for samples remains intact.

4. Testing

Contractor shall provide DNA testing performed on STR (Short Tandem Repeat) markers using PCR (Polymerase Chain Reaction) methodology. This is the most universal method of DNA testing used by AABB accredited laboratories. All testing performed at Contractor's laboratory shall meet or exceed the specifications of the AABB.

In addition, Contractor shall provide parentage testing in more complicated situations—for instance, when the alleged parent is deceased or when both parents are in question. Contractor shall also conduct complex kinship tests to determine a biological relationship between relatives. Complicated cases may take longer to process. Contractor shall archive samples and genetic case files for the minimum time period of five (5) years as specified by the AABB or as mutually agreed upon.

5. Reporting

Once analytical data verification is complete, specimens are stored according to their unique case number, and documentation is forwarded to the appropriate department for processing. All documentation undergoes final review and verification, and parentage reports are signed by one of Contractor's doctoral-level staff, notarized, and mailed to HSA and uploaded to the Contractor's secure website. Contractor shall issue accurate and legally admissible parentage reports, including a minimum probability of parentage of 99.5 percent, with a turnaround time for test results of 7 business days or sooner for a standard case and longer in complex cases. Test results will be available on a secure website for authorized individuals only.

6. Document and Sample Retention and Administration

All case files and specimens are stored in a secure facility in sequential case number order, thus permitting immediate retrieval when necessary. Access is restricted to authorized personnel in all document storage areas. All electronic back-up files of

case documentation are stored off-site, affording an additional level of security in the event of fire, flood or other disaster.

7. HSA Responsibility on “Help Actions”

When additional client or case information is need to complete testing, the Contractor will generate a “Help Action” through sending an email to the referring PSW with a cc to Program Analyst Vladlena Gulchin. The first email will be named “1st Notice” and the second email will be named “2nd Notice”. It is HSA’s responsibility to respond to Labcorp’s request within 48 hours. If a response is not received after 48 hours of sending the “2nd Notice”, the Contractor shall escalate the request to the Program Manager Juliet Halverson.

V. Location and Time of Services

On-site collections shall occur during normal business hours (unless otherwise mutually arranged) at the City and County of San Francisco, 3801 3rd Street, Suite 200, San Francisco, CA 94124. Currently regular collections are scheduled on Wednesdays from 9 AM to 11 AM and as needed at other times. The Contractor shall notify Department of Public Health staff at least two days before scheduled tests either via FAX or email using the following line: NOD.Line@sfgov.org

For out-of-county and out-of-state, the Contractor will schedule clients within 10 days, schedule availability permitting, and coordinate specimen collection. As part of its routine service, Contractor will also facilitate collections at correctional facilities and/or court house.

VI. Service Expectations

- A. Contractor will complete DNA tests for all clients who show up for testing. The contractor will also complete DNA tests for clients at correctional facilities and/or courthouse. Contractor will conduct sufficient testing to demonstrate exclusion or, in the alternative, inclusion with probability above the 99% level.
- B. Contractor will respond to all requests for DNA testing for all clients and provide a proposed testing date within 24-48 hours for in-county and within 10 days for out of county.
- C. 75% of all clients to be scheduled will be offered testing dates within 10 days, depending on location and availability.
- D. Contractor will provide collection for all incarcerated persons of interest within ten days from the date of the request (assuming court orders are provided on the day of request). Circumstances beyond the contractor’s control, such as facility policy, lockdown or illness outbreak could contribute to additional delays. If a delay occurs, the information shall be recorded on confidential website for HSA staff.

VII. Reporting Requirements

- A. Contactor will provide a **monthly** report of activities, referencing the tasks as described in Section VI Service and Outcome Objectives. Contractor shall upload a monthly report into CARBON. Required report data may be revised at HSA's discretion. No case identifying information shall be uploaded into CARBON. Data to be reported includes:
1. Number of referrals received
 2. Number of completed collections
 3. Number of collections results available within 2-5 days
- B. Contractor will provide a **monthly** referral log sheet to the Program Analyst or Program Manger via email by the 15th of the following month. The log sheet will document the following information: referral date, client's Name and DOB, referring PSW, the appointment date, test result date, and if there is a delay, the reason for the delay.
- C. Contractor will provide Ad Hoc reports as required by the Department.

For assistance with reporting requirements or submission of reports, contact:

Johanna.Gendelman@sfgov.org
Senior Contract Manager, Office of Contract Management
or

Vladlena.Gulchin@sfgov.org
Program Analyst, Family & Children's Services
or

Juliet.Halverson@sfgov.org
Program Manager, Family & Children's Services

Appendix B – Calculation of Charges
Laboratory Corporation of American Holdings (Labcorp)
Genetic Testing
July 1, 2022 to June 30, 2026

I. The contract term for Genetic Testing under this Agreement will begin effective July 1, 2022 and end June 30, 2026

II. Contractor will be compensated on a per test basis and will invoice the San Francisco Human Services Agency (HSA), in accordance with the terms of the agreement, at the following rates:

1. \$100 per person tested (standard collection).

Price per person tested is firm, all inclusive, and will remain in effect through June 30, 2027.

- Annually, at approximately 75 persons tested, for a total of \$7,500 per fiscal year.

Total budgeted contract amount for the period of July 1, 2022 through June 30, 2027 is not to exceed **\$30,000**.

III. Contractor shall submit invoices on a monthly basis. Invoices shall document the number of persons tested using the attached Monthly Report Template.

IV. Contractor understands that, of the maximum dollar obligation listed in Section 4 of this Agreement, **Three Thousand Dollars (\$3,000)** is included as a contingency amount and is neither to be used in the Program Budget, nor available to Contractor without a modification to this Agreement executed in the same manner as this Agreement or a revision to the Program Budgets of Appendix B, which has been approved by Contract Manager. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Human Services Agency laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

V. Total contract not to exceed **\$33,000 (Thirty-three thousand dollars)**

VI. A final closing invoice, clearly marked “FINAL,” shall be submitted no later than forty-five (45) calendar days following the closing date of the Agreement, and shall include only those Services rendered during the referenced period of performance. If Services are not invoiced during this period, all unexpended funding set aside for this Agreement will revert to City. City’s final reimbursement to the Contractor at the close of the Agreement period shall not exceed the total amount authorized and certified for this Agreement.