

Controller's Office

To the Honorable Mayor and City Council of the City of Houston, Texas:

I hereby certify, with respect to the money required for the contract, agreement, obligation or expenditure contemplated by the ordinance set out below that:

- () Funds have been encumbered out of funds previously appropriated for such purpose.
- () Funds have been certified and designated to be appropriated by separate ordinance to be approved prior to the approval of the ordinance set out below.
- () Funds will be available out of current or general revenue prior to the maturity of any such obligation.
- () No pecuniary obligation is to be incurred as a result of approving the ordinance set out below.
- () The money required for the expenditure or expenditures specified below is in the treasury, in the fund or funds specified below, and is not appropriated for any other purposes.
- () A certificate with respect to the money required for the expenditure or expenditures specified below is attached hereto and incorporated herein by this reference.

Other - Grant Funds Available

J. B. Brown
General Clerk

Date: 10-6, 2020

City Controller of the City of Houston, Texas

SCC FUND REF: 5020 3800 ⁵²⁰¹⁵⁹ AMOUNT: \$35,000.00 ENCUMB. NO.: RF35265-21
OA 46-13352

City of Houston, Texas Ordinance No. 2020-857

A

AN ORDINANCE AMENDING ORDINANCE NO. 2015-0663 TO INCREASE THE MAXIMUM CONTRACT AMOUNT; APPROVING AND AUTHORIZING A FIRST AMENDMENT TO AN AGREEMENT FOR LABORATORY TESTING SERVICES BETWEEN THE CITY AND QUEST DIAGNOSTICS CLINICAL LABORATORIES, INC.; CONTAINING PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY.

* * * *

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:

Section 1. Section 4 of Ordinance No. 2015-0663 is hereby amended in its entirety to read as follows:

“The total allocation for the contract, agreement or other undertaking approved and authorized hereby shall never exceed **\$435,000.00**, which amount represents an increase of **\$85,000.00** to the previous maximum contract amount of **\$350,000.00**, unless and until this sum is increased by ordinance of City Council.”

Section 2. The City Council hereby approves and authorizes the contract, agreement, amendment, or other undertaking described in the title of this Ordinance, in substantially the form as shown in the document which is attached hereto and incorporated herein by this reference. The Mayor is hereby authorized to execute such document and all related documents on behalf of the City of Houston. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

Section 3. The Mayor is hereby authorized to take all actions necessary to effectuate the City's intent and objectives in approving such agreement, agreements or other undertaking described in the title of this ordinance, in the event of changed circumstances.

Section 4. The City Attorney is hereby authorized to take all action necessary to enforce all legal obligations under said contract without further authorization from Council.

Section 5. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this 7th day of October, 2020.

APPROVED this _____ day of _____, 2020.

Mayor of the City of Houston, Texas

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is OCT 13 2020.

Asst J. Hanley

City Secretary

DocuSigned by:

Lan Nguyen

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(Prepared by Legal Dept. _____)

(LPN:ln 9/28/2020)

Senior Assistant City Attorney

(Requested by Stephen L. Williams, Director, Houston Health Department)

(L.D. File No. 038-1400079-002)

Z:\CONTRACT\LPN\ORDINANCES\Quest Diagnostics_First Amendment\$\$ doc

AYE	NO	
✓		MAYOR TURNER
....	COUNCIL MEMBERS
✓		PECK
✓		DAVIS
✓		KAMIN
✓		EVANS-SHABAZZ
✓		MARTIN
✓		THOMAS
✓		TRAVIS
✓		CISNEROS
✓		GALLEGOS
✓		POLLARD
✓		MARTHA CASTEX-TATUM
✓		KNOX
✓		ROBINSON
✓		KUBOSH
✓		PLUMMER
✓		ALCORN
CAPTION	ADOPTED	

**FIRST AMENDMENT
TO
AGREEMENT FOR LABORATORY TESTING SERVICES**

THIS FIRST AMENDMENT TO AN AGREEMENT FOR LABORATORY TESTING SERVICES (the "First Amendment") is made by and between the **CITY OF HOUSTON, TEXAS** (the "City"), a home-rule city of the State of Texas principally situated in Harris County, Texas, through its Houston Health Department and governing body, the City Council, and **QUEST DIAGNOSTICS CLINICAL LABORATORIES, INC.** ("Contractor"), a Texas corporation.

WITNESSETH

WHEREAS, pursuant to Ordinance No. 2015-0663, passed and adopted by City Council on July 8, 2015, the City entered into an Agreement for Laboratory Testing Services (the "Original Agreement") (Contract No. 4600013352) with Contractor; and

WHEREAS, the City and Contractor now desire to amend the term of the Original Agreement to extend it for one additional year, under the same terms and conditions, while the City is evaluating proposals for a new contract, and to revise the Scope of Work with laboratory testing services needed.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, agreements and benefits contained in the Original Agreement and this First Amendment, the City and Contractor agree as follows:

I.

1) Section VI.B. Renewals is hereby deleted in its entirety and substituted in its place with the following:

“B. Renewals

Upon expiration of the Initial Term, and so long as the City makes sufficient supplemental allocations, this Agreement will be automatically renewed for three (3) successive one-year terms on the same terms and conditions. If the Director chooses not to renew this Agreement, he/she shall notify Contractor in writing of non-renewal at least 30 days before the expiration of the then-current term. Notwithstanding the above, in the event a new contractor is selected from the City’s Request for Proposal procurement and a new contract is fully executed prior to the expiration date herein, this Agreement, as amended, shall terminate on the effective date of the new contract.”

2) Exhibit “A” Scope of Services to the Original Agreement is hereby deleted in its entirety and substituted in its place with the attached Exhibit “A-1- Revised Scope of Services” with the needed Laboratory Testing Services.

II.

In the event of a conflict between the Original Agreement and this First Amendment, this First Amendment shall prevail.

III.

All other terms and conditions of the Original Agreement, except as amended in this First Amendment, shall continue in full force and effect.

Signatures

The Parties have executed this First Amendment in multiple copies, each of which is an original. Each person signing this First Amendment represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this First Amendment. Each Party represents and warrants to the other that the execution and delivery of this First Amendment and the performance of such Party's obligations hereunder have been duly authorized and that the First Amendment is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. The Parties hereby agree that each Party may sign and deliver this First Amendment electronically or by electronic means and that an electronic transmittal of a signature, including but not limited to, a scanned signature page, will be as good, binding, and effective as an original signature.

**QUEST DIAGNOSTICS CLINICAL
LABORATORIES, INC.**

CITY OF HOUSTON, TEXAS
Signed by:

By: DocuSigned by:
Chad Richards 9/16/2020 | 10:46 AM PDT
38E23800EEDD1483
Name: Chad Richards

By: _____
Mayor

Title: Vice President and General Manager
Tax I.D. No. 38-2084239

ATTEST/SEAL:

ATTEST/SEAL (if a corporation)
WITNESS (if not a corporation)

City Secretary

By: _____

COUNTERSIGNED BY:

Name: _____

City Controller

Title: _____

APPROVED:

DATE COUNTERSIGNED:

DocuSigned by:
Stephen Williams
E05992E1B99C40C...
Director
Houston Health Department

DocuSigned by:
Jerry Adams
0DD359139A6F4C8...
Chief Procurement Officer

APPROVED AS TO FORM:

DocuSigned by:
Lan Nguyen
80ACAB39197C41D...
Sr. Assistant City Attorney
L.D. File No. 0381400079002

EXHIBIT A-1

REVISED SCOPE OF SERVICES

I. Contractor Responsibilities

1. The Contractor shall perform Hematology/Clinical Chemistry/ Microbiology specimen testing for the Houston Health Department (HHD) Center for Community Health Services (CCHS) and Tuberculosis (TB) programs.
2. The Contractor shall perform genital and extragenital culture and susceptibility testing for Gonorrhea, Chlamydia for all patients including those patients under the age of 16 and shall direct specimens to the appropriate facility representative.
3. The Contractor shall appoint a **Single Point of Contact** with a **Backup** for during normal business hours consultation via telephone and email regarding any test results issues or report delays at no extra charge.
4. The Contractor shall provide a monthly report to the **HHD Center for Community Health Services** representative or designee indicating the types of testing and lab results being conducted at all sites on a regular basis.
5. The Contractor shall submit reports in an electronic format via a link or through access to the Contractor's website for testing services.

Test Reporting Format

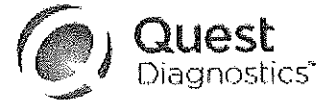
The lab report shall include at a minimum the following fields:

- Date test collected
- Patient Date of Birth
- Patient Phone Number
- Test Name
- Date Result Was Released
- Normal Value
- Patient Medical Record Number
- Service Provider
- Clinic Name
- Patient's Gender

The Contractor is required to notify **within 24 hours** of any malfunction that will affect the reporting of lab tests results to the HHD Center for Community Health Services representative or designee.

LAB TESTING SERVICES NEEDED

This Agreement shall apply exclusively to the test(s) identified below. The City shall be billed in accordance with the Quest Diagnostics Client List Price Fee Schedule and the above special quotes. As new testing methodology for COVID-19 becomes available, new test methodology will be billed at the Quest Diagnostics Client List Price Fee Schedule, unless otherwise mutually agreed upon by the parties.



CITY OF HOUSTON- MASTER

Client: CITY OF HOUSTON-MASTER

Client Number: 4458700

Service Bill Code	Test Name	Client Price
Special Quotes		
0010524	**GTT,3 SPECIMEN	12.00
0037677	**HCV W/REFL HCV RIBA	9.22
0091438	**HEP C AB W/RFL HCV	9.22
0091778	**HIV 1/2 AB DIFF W/RF	45.00
0091717	CARDIO IQ(TM) CHOL TOT	2.07
0091947	CARDIO IQ(TM) GLUCOSE (S)	2.19
0091719	CARDIO IQ(TM) HDL CHOL	2.07
0091718	CARDIO IQ(TM) TRIGLYC.	2.07
0006399	CBC (DIFF/PLT)	2.94
0000334	CHOLESTEROL, TOTAL	2.07
0011363	CT/GC RNA,TMA,UROGEN	28.00
0000395	CULT, (U) ROUTINE	7.25
0000480	CULT, NEISSERIA	47.00
PAM1	CYTOPATH, GYN 1	12.93
CYIM1	CYTYC PAP & RVW	32.00
0003259	DRAW FEE, PSC SPEC.	8.44
0000484	GLUCOSE, PLASMA	4.00
0037811	HCV GENOTYPE LIPA(R)	170.00
0035645	HCV RNA BY PCR,QT	115.34
0037273	HCV RNA,QL TMA	120.00
0000608	HDL-CHOLESTEROL	2.07
0000510	HEMOGLOBIN (B)	0.50
0000496	HEMOGLOBIN A1C	5.69
0035489	HEMOGLOBINOPATHY	17.00
0000512	HEP A IGM AB	9.48
0004848	HEP B CORE IGM AB	9.48
0000498	HEP B SURF AG W/CONF	7.69
0008472	HEP C AB W/REFL HCV	9.54
0092580	HGB A1C W/MPG (REFL)	5.64
0038529	HGB INDICES	1.44
0091432	HIV 1/2 AB DIFF	45.00
0091431	HIV1/2 AG/AB,4 W/RFL	15.53
0091826	HPV GENO 16,18/45	44.00
0090887	HPV RNA HR E6/E7 TMA	32.00
0006447	HSV 1/2 IGG TYPE SP	23.86
0002692	HSV CULT	20.00
0002649	HSV CULT W/TYPING	20.00
0039612	HSV TYPE 1	16.75
0039611	HSV TYPE 2	16.75
0007675	LACTOSE, 5 SPEC 50G	20.00
0038404	NG CULTURE W/REFL	23.00
IUR	ORG ID 1	4.00
ING	ORG ID 1	13.68
0003526	PAP 1 SLIDE	12.93
0008779	PATH REVIEW	5.00
PRV1	PATH REVIEW	5.18
0039504	SARS COV 2 IGG	65.00
IUR1	SUSC-1	4.00
ING1	SUSC-1	9.22
0000896	TRIGLYCERIDES	2.07
0000905	URIC ACID	2.19



CITY OF HOUSTON- MASTER

Service Bill Code	Test Name	Client Price
Chemistries		
0000223	ALBUMIN	2.19
0000234	ALKALINE PHOSPHATASE	2.19
0000823	ALT	2.19
0000822	AST	2.19
0010165	BASIC METAB PNL	3.00
0034388	BASIC METAB PNL W/O CA	2.88
0090841	BASIC METAB PNL, PLASMA	3.00
0000287	BILIRUBIN, TOTAL	2.19
0000285	BILIRUBIN,DIRECT	2.19
0007286	BILIRUBIN,FRAC.	2.25
0000296	BUN/CREAT RATIO	2.25
0000303	CALCIUM	2.19
0000310	CARBON DIOXIDE	2.19
0034701	CHEM TEST 01	2.19
0034702	CHEM TEST 02	2.25
0034703	CHEM TEST 03	2.38
0034704	CHEM TEST 04	2.50
0034705	CHEM TEST 05	2.63
0034706	CHEM TEST 06	2.75
0034707	CHEM TEST 07	2.88
0034708	CHEM TEST 08	3.00
0034709	CHEM TEST 09	3.13
0034710	CHEM TEST 10	3.25
0034711	CHEM TEST 11	3.38
0034712	CHEM TEST 12	3.50
0034713	CHEM TEST 13	3.63
0034714	CHEM TEST 14	3.75
0034715	CHEM TEST 15	3.88
0035316	CHEM TEST 16	4.00
0000330	CHLORIDE	2.19
0035555	CMP W/O ALT	3.63
0034389	CMP W/O CO2,ALT	3.50
0010231	COMP METAB PNL	3.75
0090839	COMP METAB PNL, PLASMA	3.75
0090840	COMP METAB W/ADJ CAL PLS	3.75
0000375	CREATININE	2.19
0034392	ELECTROLYTE PANEL	2.50
0014964	ELECTROLYTE PNL, PLASMA	2.50
0000483	GLUCOSE, SERUM	2.19
0010256	HEPATIC FUNC PNL	2.88
0034391	HEPATIC FUNC PNL W/O TP	2.75
0090842	HEPATIC FUNC PNL, PLASMA	2.88
0000718	PHOSPHATE (AS PHOS)	2.19
0000733	POTASSIUM	2.19
0011014	POTASSIUM,PLASMA	2.19
0090843	PROTEIN, TOT & ALB PLASMA	2.25
0007577	PROTEIN, TOT AND ALB	2.25
0000754	PROTEIN, TOTAL	2.19
0090844	PROTEIN, TOTAL PLASMA	2.19
0010314	RENAL FUNC PNL	3.25
0000836	SODIUM	2.19
0000294	UREA NITROGEN (BUN)	2.19

Service Bill Code	Test Name	Client Price
Panels		
0091716	*LIPID PANEL, CARDIO IQ(R)	6.21
0091717	CARDIO IQ(TM) CHOL TOT	2.07
0091719	CARDIO IQ(TM) HDL CHOL	2.07



CITY OF HOUSTON- MASTER

0091718	CARDIO IQ(TM) TRIGLYC.	2.07
0007600	*LIPID PANEL, STANDARD	6.21
0000334	CHOLESTEROL, TOTAL	2.07
0000608	HDL-CHOLESTEROL	2.07
0000896	TRIGLYCERIDES	2.07

Certificate Of Completion

Envelope Id: A2DFBB7EA700462982830EA292A6A98B	Status: Completed
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Source Envelope:	
Document Pages: 8	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
EnvelopeId Stamping: Disabled	Vanessa Braithwaite
Time Zone: (UTC-06:00) Central Time (US & Canada)	611 Walker St.
	HITS
	Houston, TX 77002
	Vanessa.Braithwaite@houston.tx.gov
	IP Address: 204.235.238.11

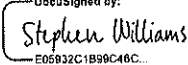
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Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: City of Houston IT Services	Location: DocuSign

Signer Events

Stephen Williams
stephen.williams@houston.tx.gov
Director
Houston Health Department
Security Level: Email, Account Authentication (None)

Signature

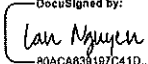
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Signed: 9/17/2020 11:27:05 AM

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Lan Nguyen
lan.nguyen@houston.tx.gov
City of Houston IT Services
Security Level: Email, Account Authentication (None)

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marivel.castro@houston.tx.gov
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Notary Events	Signature	Timestamp
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Signing Complete	Security Checked	9/17/2020 2:45:56 PM
Completed	Security Checked	9/17/2020 2:45:56 PM
Payment Events	Status	Timestamps
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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO City of Houston:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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To advise Carahsoft OBO City of Houston of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at reenie.askew@houstontx.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to reenie.askew@houstontx.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to reenie.askew@houstontx.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Carahsoft OBO City of Houston as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carahsoft OBO City of Houston during the course of my relationship with you.