

**PURCHASE OF SERVICE CONTRACT
AMENDMENT NO. 2**

THIS AMENDMENT to the 2009-2011 professional service contract for genetic test services between Milwaukee County and Orchid Cellmark Inc. as modified by the May, 2009 addendum, is entered into by and between Milwaukee County, a Wisconsin Municipal Corporation, by the Milwaukee County Department of Child Support Enforcement, 901 N. 9th Street, Milwaukee, WI 53233, hereinafter designated as "County" and Orchid Cellmark Inc., 5698 Springboro Pike, Dayton OH, 45449, hereinafter designated as "Contractor."

It is agreed to, by and between County and Contractor, that the contractor's activities shall include, but not be limited to, all provisions contained in the original contract effective February 1, 2009, and the May 2009 addendum, except:

- Section 3, Dates of Performance, is modified to extend the effective dates of the contract as follows: services beginning January 1, 2012 and ending December 31, 2012.
- Section 10, Audit Requirements, is modified to require an annual audit by June 30, 2013 for services provided between January 1, 2012 and December 31, 2012 under procedures as otherwise stated in this section.
- Section 12, Indemnity and Insurance, paragraphs A through K are deleted and replaced with the following:
 - A. Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the County, and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of statutory benefits under Workers Compensation Laws and/or liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the Contractors, or their agents, which may arise out of or are connected with the activities covered by this agreement.
 - B. Contractor shall indemnify and save County harmless from any award of damages and costs against the County for any action based on U.S. patent or copyright infringement regarding computer programs involved in the performance of tasks and services covered by this agreement.
 - C. Contractor understands and agrees that financial responsibility for claims or damages to any person, or to Contractor's employees and agents, shall rest with the individual Contractor. Contractor may effect and maintain any insurance coverage, including, but not limited to, Worker's Compensation, Employers Liability and General, Contractual, Professional and Automobile Liability, to support such financial obligations. The indemnification obligation, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation or benefits payable under Worker's Compensation laws or other insurance provisions.
 - D. Evidence of Worker's Compensation and General and Automobile Liability insurance shall be given the County, upon request, by a certificate naming the County as an additional insured on general and automobile coverages and affording a thirty (30) day written notice of cancellation, non-renewal, or known material change for the duration of this Contract.

E. Contractor shall purchase and maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims of tort, statutes, and benefits under Workers' Compensation laws, as respects damage to persons or property and third parties in such coverages and amounts as required and approved by the County Director of Risk Management and Insurance. Acceptable proof of such coverages shall be furnished to the Director of Risk Management and Insurance prior to services commenced under this agreement.

F. Each of the individual Contractors shall provide evidence of the following coverages and minimum amounts:

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Wisconsin Workers' Compensation	Statutory
Employer's Liability	\$100,000/\$500,000/\$100,000
Commercial Or Comprehensive General Liability	
General Aggregate	\$1,000,000 Per Occurrence
Personal Injury	\$1,000,000 Per Person
Bodily Injury & Property Damage	\$1,000,000 Aggregate
Contractual Liability	\$1,000,000 Per Occurrence
Fire Legal Liability	\$50,000 Per Occurrence
Automobile Liability	
Bodily Injury & Property Damage – all autos owned, non-owned and/or hired	\$1,000,000 Per Accident
Uninsured Motorists	Per Wisconsin requirements
Professional Liability	\$1,000,000 Minimum
Specific to the services to be provided	Per Occurrence

Milwaukee County, as its interests may appear, shall be named as an additional insured for general, automobile, garage keepers, legal and environmental impairment liability, as respect to services provided in this agreement. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable. A thirty day written notice of cancellation, non-renewal or material change shall be afforded the county. A waiver of subrogation for worker's compensation by endorsement in favor of Milwaukee County is required and shall be provided.

G. The insurance specified above shall be placed with an AA+ rated carrier per Best's Rating Guide and approved to do business in the State of Wisconsin. Any deviations or waiver of required coverages or minimums shall be submitted in writing and approved by the County Director of Risk Management and Insurance as a condition of this agreement. Waivers may be granted when surplus lines and specialty carriers are used.

H. A *Certificate of Insurance* shall be submitted for review to the County for each successive period of coverage for the duration of this agreement.

I. The Contractor shall evidence satisfactory compliance for Unemployment Compensation and Social Security reporting as required by Federal and State laws.

- Section 28, Notices, is modified to require mailing to County as follows: Jim Sullivan, Director, Milwaukee County Child Support, Courthouse Room 101, 901 N. 9th Street, Milwaukee WI 53233.

- Section 28, Notices, is modified to require mailing to Contractor as follows: Orchid Cellmark Inc., Attn: Director of Operations, 5698 Springboro Pike, Dayton OH 45449.

All other provisions of the genetic test contract effective February 1, 2009, its attachments, and the May 2009 addendum, as originally entered into and incorporated herein by reference, shall remain in effect as stated.

The County enters into this Amendment as authorized by the Milwaukee County Board of Supervisors Resolution File No. _____, adopted on _____, and ratified by the Milwaukee County Executive on _____.

FOR: MILWAUKEE COUNTY

FOR: ORCHID CELLMARK INC.

Jim Sullivan, Director
Milwaukee County
Department of Child Support Enforcement

William J. Thomas
Vice President and General Counsel

Dated: _____

Dated: _____

Milwaukee County Approvals

Approved by CBDP/DBE: _____ Date: 11/22/09

Approved by Risk Management (DOA): _____ Date: _____

Approved as to form and independent contractor status by Corporation Counsel:

Date: _____

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FOR: MILWAUKEE COUNTY

FOR: ORCHID CELLMARK INC.

 Jim Sullivan, Director
 Milwaukee County
 Department of Child Support Enforcement


 William J. Thomas
 Vice President and General Counsel

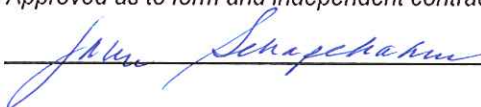
Dated: _____

Dated: _____

Milwaukee County Approvals

Approved by CDBP/DBE: _____ Date: _____

Approved by Risk Management (DGA): ^{DAS}  _____ Date: 12/9/11

Approved as to form and independent contractor status by Corporation Counsel:
 _____ Date: 12/12/11

Paternity Testing Vendors for Use by County Child Support Agencies and Adoption Agencies Effective July 1, 2011

Name and Vendor Address	Contact Person	Prices
DNA Diagnostics Center One DDC Way Fairfield, OH 45014	Robert Gutendorf, Manager PH: 800-310-9868 (888) 524-5227 Fax: 800-310-9728 e-mail: rgutendorf@dnacenter.com	Each year of contract: with lab collection of sample: \$34.00 Each year of contract: without lab collection of sample: \$25.00
Laboratory Corporation of America (LabCorp) 1440 York Court Extension Burlington, NC 27215-3361	Melissa Mizelle, Supervisor PH: 800-742-3944 ext.:67414 Fax: 336-538-6572 Email: Mizellm@labcorp.com	7/1/11-6/30/12 with lab collection of sample: \$34.00 without lab collection of sample: \$28.00 7/1/12-6/30/13 with lab collection of sample: \$35.00 without lab collection of sample: \$29.00 7/1/13-6/30/14 with lab collection of sample: \$36.00 without lab collection of sample: \$30.00
Identity Genetics, Inc 801 32 nd Ave Brookings, SD 57006-4716	Patty Carey, Office Manager PH: 800-861-1054 (605) 697-5300 Fax: 605-697-5306 e-mail: pcarey@brookings.net	Each year of contract: with lab collection of sample: \$31.50 Each year of contract: without lab collection of sample: \$28.50
Orchid Cellmark, Inc. 5698 Springboro Pike Dayton, OH 45449	Diana Holland, Customer Service PH: 800-443-2383 Option 1 or 4 Fax: 937-242-4314 e-mail: dholland@orchid.com	Each year of contract: with lab collection of sample: \$43.00 Each year of contract: without lab collection of sample: \$38.00

Note: Vendors may negotiate separate rates with local agencies for Family Studies, Motherless Cases, and collection of samples from deceased individuals.