

W. S. D. L.

## BOARD COVER MEMO

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DATE: January 28, 2011

TO: Board of County Commissioners

DEPT.: Public Works

PRESENTED BY: Howard Schussler, Assistant Public Works Director

ITEM TITLE: ORDER / In the matter of awarding a three-year personal services contract (with the option of renewal) to Cascade Health Solutions and to i3 screen for the purchase of alcohol and drug testing.

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### I. MOTION

Move to approve the order awarding a three-year personal services contract (with the option of renewal) to Cascade Health Solutions and to i3screen for the purchase of alcohol and drug testing.

### II. AGENDA ITEM SUMMARY

The Lane County Public Works Department has an active alcohol and drug testing program which has evolved beyond the minimum requirements imposed by the Federal Motor Carrier Safety Administration for equipment and vehicle operators and holders of Commercial Drivers Licenses (CDLs). The required services include alcohol and drug testing, CDL physical examinations, medical review and certification by appropriately credentialed physicians, and a variety of related services. A request for proposals was advertised for these services and two responses were received by Public Works. These responses were scored in accordance with the RFP and both proposals were found to be in conformance with the stated specifications and suitable for implementation.

### III. BACKGROUND/IMPLICATIONS OF ACTION

#### A. Board Action and Other History

Public Works has had an alcohol and drug testing program in place since the early 1990s in compliance with federal regulations for operators of commercial vehicles that weigh in excess of 26,000 lbs. These operators are required to have valid, federally regulated, commercial drivers licenses (CDLs); to have valid medical

cards which require annual or biennial physicals; and to participate in an organizational drug testing program. Much of the Public Works Fleet, including dump trucks, waste transfer trucks, and heavy construction equipment, requires CDLs for operation.

The most recent contract for these services was approved by the Board of County Commissioners and was effective for calendar years 2008 through 2010.

#### B. Policy Issues

The Code of Federal Regulations as prescribed by the U.S. Department of Transportation Federal Motor Carrier Safety Administration (FMCSA) requires Lane County, as an employer and operator of vehicles and equipment weighing more than 26,000 lbs, to have an alcohol and drug testing program and monitor Commercial Drivers Licenses (CDL) in accordance with the federal rules. The contracted services must be provided by individuals and labs who/which have the required credentials and certifications. These services cannot be provided internally.

#### C. Board Goals

One of Lane County's goals, B3(a)1, addresses immediate and critical life and health safety needs of citizens. The FMCSA prescribed rules have been designed with public safety as the overriding concern.

#### D. Financial and/or Resource Considerations

Costs for Cascade's services rose an average of 4% over the previous contract period (2007 through 2010), and are estimated to rise by a similar percentage over the next 5 years. Given Cascade's bundling of services and Public Works' ongoing requirement to conduct a federally regulated drug and alcohol testing program, Cascade Health Solutions offers the most cost-effective option for providing the DOT (Department of Transportation) services specified in the RFP and required by federal rules. In the area of non-DOT testing, however, i3screen offers more competitive pricing. The addition of a contract with i3screen to perform non-DOT (non-Department of Transportation) drug and alcohol testing should further help to control costs over this 5 year period. The chart attached as Exhibit 1 displays the Bid Recap for DOT and non-DOT related services.

The expected total annual costs for these services under this proposal are forecast to be less than \$150,000 for Cascade Health Solutions and less than \$30,000 for i3screen. However, the number of post accident, follow-up, and pre-employment alcohol and drug tests cannot be precisely predicted. Additionally, CDL physical examination frequency is directed by the Medical Review Officer for each participating individual and can range from biennial to semi-annual, therefore these costs cannot be predicted exactly.

### E. Analysis

The Code of Federal Regulations (CFR) as prescribed by the U.S. Department of Transportation Federal Motor Carrier Safety Administration (FMCSA) requires Lane County, as an employer and operator of vehicles and equipment weighing more than 26,000 lbs, to have an alcohol and drug testing program and monitor Commercial Drivers Licenses (CDL) in accordance with the federal rules. Most of the contracted services must be provided by individuals and labs who/which have the required credentials and certifications. These services cannot be provided internally.

Alcohol and drug testing has been a required program in Public Works since prior to 1993. The federal rules guiding this program have evolved over the years and the requirements have become more stringent and more clearly defined. Additionally the department and bargaining units have jointly added requirements such as non-represented managers participating in the testing program and methadone testing.

On November 2, 2011, Public Works placed a Request for Quotes on Lane County's Purchasing Website asking for Requests for Proposal from providers of alcohol and drug testing, CDL physicals, medical review officers, and related miscellaneous services. Public Works also contacted potential bidders directly. Two responses to the RFP were received; one from Cascade Health Solutions and one from i3screen. The proposals were reviewed and scored by a selection committee. The proposals met all requirements. The Director of Public Works has recommended that the proposals be accepted and a contract awarded to Cascade Health Solutions and a contract awarded to i3screen.

### F. Alternatives/Options – Future Policy Considerations

1. Award a three-year personal services contract (with the option of renewing said contract for two, additional one-year terms) to Cascade Health Solutions in an amount not to exceed \$150,000, and award a three-year personal services contract (with the option of renewing said contract for two, additional one-year terms) to i3screen in an amount not to exceed \$30,000, for the purchase of alcohol and drug testing, CDL physicals, medical review officer, and related miscellaneous services and authorize the County Administrator to sign the contracts in substantially the form attached.
2. Do not support awarding a contract to Cascade Health Solutions and do not support awarding a contract to i3screen, and/or authorize the County Administrator to sign the contracts in substantially the form attached. Failure to secure a contract for these federally required services could result in arbitrary pricing for

these services, costing the County significantly more, or could result in the County being noncompliant with FMCSA alcohol and drug testing requirements.

**IV. TIMING/IMPLEMENTATION**

Implement the BCC decision and begin new contract services as soon as possible.

**V. RECOMMENDATION**

The Director of Public Works has recommended that the proposal be accepted and a contract awarded to Cascade Health Solutions and a contract awarded to i3screen.

**VI. FOLLOW-UP**

None required.

**VII. ATTACHMENTS**

Personal Services Contracts and related Attachments 1, 2, and 3 and Exhibits A and B.

IN THE BOARD OF COUNTY COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO.

( ORDER / IN THE MATTER OF  
( AWARDING A THREE-YEAR PERSONAL  
( SERVICES CONTRACT (WITH THE  
OPTION OF RENEWAL) TO CASCADE  
HEALTH SOLUTIONS AND TO I3SCREEN  
FOR THE PURCHASE OF ALCOHOL AND  
DRUG TESTING.

**WHEREAS**, on November 2, 2010, the Lane County Department of Public Works placed a Request for Quotes on Lane County's Purchasing Website for requests for proposal for providers of alcohol and drug testing, CDL physicals, medical review officer, and related miscellaneous services; and

**WHEREAS**, the only responses to the request for proposals were received from Cascade Health Solutions and from i3screen, and the Director of Public Works recommends that these proposals be accepted and contracts awarded to Cascade Health Solutions and i3screen; and

**NOW THEREFORE, IT IS HEREBY ORDERED** that the proposal received from Cascade Health Solutions and the proposal received from i3screen be accepted as recommended and that a three-year personal services contract, (with the option of renewing said contract for two additional one-year terms) be awarded to Cascade Health Solutions in an amount not to exceed \$150,000, and that a three-year personal services contract, (with the option of renewing said contract for two additional one-year terms) be awarded to i3screen in an amount not to exceed \$30,000 in accordance with the proposal specifications, and the County Administrator be authorized to sign the contracts in substantially the form attached.

Effective date: \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Faye Stewart, Chair  
Lane County Board of Commissioners

APPROVED AS TO FORM

Date 2-9-11 lane county

\_\_\_\_\_  
OFFICE OF LEGAL COUNSEL

### Cascade Health Solutions Bid

Services	Contract Cost by Year				
DOT	2011	2012	2013	2014	2015
Alcohol EBT	\$33	\$33	\$34	\$34	\$35
Urine Specimen	\$62	\$62	\$64.50	\$64.50	\$65
Random DOT Selection	\$9/participant	\$10.50/participant	\$11/participant	\$11.50/participant	\$12/participant
Workshop to train supervisors	No Charge	No Charge	No Charge	No Charge	No Charge
Employee Q&A Workshop	No Charge	No Charge	No Charge	No Charge	No Charge
Qtrly Reports	No Charge	No Charge	No Charge	No Charge	No Charge
Annual Reports	No Charge	No Charge	No Charge	No Charge	No Charge
Substance Abuse Professional or EAP evaluation	No charge is DIRECTION is County EAP	No charge is DIRECTION is County EAP	No charge is DIRECTION is County EAP	No charge is DIRECTION is County EAP	No charge is DIRECTION is County EAP
CDL Physical	\$86	\$89	\$92	\$95	\$98
Non-DOT	2011	2012	2013	2014	2015
Urine Specimen - Methadone	\$34.75	\$36	\$36	\$37.50	\$37.50
Urine Specimen - Non-DOT	\$51	\$51	\$53	\$53	\$54
Random Methadone Selection	\$4/participant	\$4.50/participant	\$5/participant	\$5.50/participant	\$6/participant
Qtrly Reports	No Charge	No Charge	No Charge	No Charge	No Charge
Annual Reports	No Charge	No Charge	No Charge	No Charge	No Charge

**13screen Bid – Future Years Costs for Non-DOT Only**

<b>Services</b>	<b>Contract Cost by Year</b>				
<b>DOT</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>
Alcohol EBT	\$33				
Urine Specimen	\$55				
Random DOT Selection	\$2.50/participant				
Workshop to train supervisors	\$1,000 + travel expenses				
Employee Q&A Workshop	\$1,000 + travel expenses+ \$3/employee				
Qtrly Reports	No Charge				
Annual Reports	No Charge				
Substance Abuse Professional or EAP evaluation	Do not provide this				
CDL Physical	Do not provide this				
<b>Non-DOT</b>	<b>2011</b>				
Urine Specimen - Methadone	\$33				
Urine Specimen - Non-DOT	\$45				Not to exceed \$50
Random Methadone Selection	\$4/participant				
Qtrly Reports	No Charge				
Annual Reports	No Charge				

## PERSONAL SERVICES CONTRACT

This Contract is entered into by and between Lane County, Oregon, a political subdivision of the State of Oregon, hereinafter called County, and Cascade Health Solutions and Cascade Medical Associates, hereinafter called Contractor.

Whereas, County has a need for the type of personal services possessed by Contractor;

Whereas, Contractor desires to provide those personal services;

Now, therefore, the parties agree:

1. Contractor shall perform the professional Drug & Alcohol Testing and CDL Physical services for County as stated in the Request for Quotes – Alcohol & Drug Testing Services and CDL Physicals, attached and incorporated by this reference as Exhibit A and as further described in Contractor's Cascade Health Solutions - Lane County Public Works Request for Professional Services dated November 19, 2010, attached and incorporated by this reference as Exhibit B.

2. Contractor shall comply with all terms and conditions of this agreement, including all terms and conditions of the attached exhibits.

3. In consideration for Contractor's performance, County agrees to pay the fees as set forth in the Contractor's proposal; specifically as set forth in "Document 2 / Quote Sheet" included within Exhibit B. The amount of this contract will be understood to be the total sum of the amounts computed from the items based on the quantities required by County for the first 3 years indicated on said Quote Sheet, with the County having the option to obtain the additional services for year 4 as listed thereon upon 30 days notice in advance of said term, and to further have the option to obtain additional services for year 5 at the costs set forth in Document #2, Quote Sheet (Contract Year 2015), also upon 30 days notice in advance of that year. County shall award a minimum of \$100.00 of the material and/or services from all contract-awarded bidders.

4. Any payments by County to Contractor will customarily be made within thirty (30) days of receipt of an invoice from Contractor.

5. The contract period shall be from January 1, 2011 – December 31, 2013, with the option to renew Contract for two (2) additional one (1) year terms.

6. The performance of this Contract is at Contractor's sole risk. The service or services to be rendered under this Contract are those of an independent Contractor who is not an officer, employee or agent of the County as those terms are used in ORS 30.265. Notwithstanding the Oregon Tort Claims Act or provisions of any other contract, Contractor is acting as and assumes liability of an independent contractor as to any claims between County and Contractor. Contractor is solely liable for any workers' compensation coverage; social security, unemployment insurance or retirement payments; and federal or state taxes due as a result of payments under this Contract. Any subcontractor hired by the Contractor shall be similarly responsible.



7. Contractor will not be eligible for any Federal Social Security, State Workers' Compensation, unemployment insurance or Public Employees Retirement System benefits from this contract payment.

8. Contractor is not currently employed by County, and will not be under the direct control of County.

9. The Contractor, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide Worker's Compensation coverage for all their subject workers or be exempt under ORS 656.126.

10. County will report the total amount of all payments to Contractor, including any expenses, in accordance with Federal Internal Revenue and State of Oregon Department of Revenue regulations.

11. The applicable provisions of the Lane Manual setting forth standard provisions for public contracts (LM 21.130) are hereby incorporated by reference as if fully set forth herein.

12. The Contractor agrees to indemnify, defend, and hold Lane County, its Commissioners, agents, officers, and employees harmless from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of the activities of, or failure to perform by Contractor or its officers, employees, subcontractors, or agents under this Contract.

13. Contractor shall provide all insurance called for on the page entitled "Insurance Coverage Required". As evidence of the insurance coverages required by this contract, the Contractor shall furnish a certificate of insurance to: Lane County Risk Management Division, 125 E. 8th Ave., Eugene, Oregon, 97401. The certificate will specify parties who are Additional Insured and must include a notice provision regarding cancellations. Insurance coverages required under this Contract shall be obtained from insurance companies authorized to do business in the State of Oregon. If Contractor is self-insured under the laws of the State of Oregon, Contractor shall provide appropriate declarations of coverage.

14. Contractor shall not cancel, materially change, or not renew insurance coverages. Contractor shall notify Lane County Risk Manager, 125 E. 8th Ave., Eugene, Oregon, 97401, of any material reduction or exhaustion of aggregate limits. Should any policy be canceled before final payment by Lane County to Contractor and should Contractor fail to immediately procure other insurance as specified, County reserves the right to procure such insurance and to deduct the cost thereof from any sum due Contractor under this Contract. Any insurance bearing any adequacy of performance shall be maintained after completion of the Contract for the full guaranteed period, and should the Contractor fail to immediately procure such insurance as specified, County reserves the right to procure such insurance and to charge the cost thereof to Contractor.

15. Responsibility for payment of damages: Nothing contained in these insurance requirements is to be construed as limiting the extent of Contractor's responsibility for

payment of damages resulting from Contractor's operation under this Contract.

16. By execution of this Contract, Contractor certifies under penalty of perjury that:

- a. To the best of Contractor's knowledge, Contractor is not in violation of any tax laws described in ORS 305.380(4); and
- b. Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.

17. Contractor shall have all licenses and permits necessary to perform the Contract.

18. The County shall not be obligated to pay any amount greater than that stated above.

19. Modifications or amendments to this Contract shall be effective only if in writing and executed by both parties.

20. **Dispute Resolution.** The parties shall exert every effort to cooperatively resolve any disagreements they may have under this Contract. In the event that the parties alone are unable to resolve any conflict under this Contract, they agree to present their disagreements to a mutually selected mediator. The mediation will occur in Lane County, Oregon. Each party shall bear its own costs for mediation and the parties shall share the cost of the mediator. This procedure shall be followed to its conclusion prior to either party seeking relief from a court, except in the case of an emergency.

If the dispute remains unresolved through mediation, the parties may agree in writing to submit the dispute to arbitration, using such arbitration process as they may choose at the time and which includes the following conditions:

- a. The location of the arbitration shall be in Eugene, Oregon;
- b. Each party shall bear its own costs (except arbitration filing costs), witness fees, and attorney fees;
- c. Arbitration filing costs and any arbitrator's fees will be divided equally between the parties; and
- d. Judgment upon award rendered by the Arbitrator may be entered in a court in Lane County, Oregon.

21. The parties may jointly agree to terminate this Contract and upon the terms of such termination. The County may terminate this Contract at any time for any reason or for no reason with no liability on its part, except to pay for services previously provided by giving Contractor 30 days written notice.

22. **Waiver.** Failure of the County to enforce any provision of the Contract shall not constitute a waiver or relinquishment by the County of the right to such performance in the future nor of the right to enforce that or any other provision of this Contract.

23. Severability. If any provision of this Contract is declared by a court to illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

LANE COUNTY, OREGON

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Liane I. Richardson  
Interim County Administrator

CONTRACTOR

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Business ID No.: \_\_\_\_\_

APPROVED AS TO FORM

Date \_\_\_\_\_ Lane County

LANE COUNTY OFFICE OF LEGAL COUNSEL

## PERSONAL SERVICES CONTRACT

This Contract is entered into by and between Lane County, Oregon, a political subdivision of the State of Oregon, hereinafter called County, and i3screen, hereinafter called Contractor.

Whereas, County has a need for the type of personal services possessed by Contractor;

Whereas, Contractor desires to provide those personal services;

Now, therefore, the parties agree:

1. Contractor shall perform the professional Pre-Employment, Post-Accident, and Reasonable Suspicion non-DOT Drug & Alcohol Testing services for County as stated in the Request for Quotes – Alcohol & Drug Testing Services and CDL Physicals, attached and incorporated by this reference as Exhibit A and as further described in Contractor's i3screen Proposal – Lane County, Oregon / Department of Public Works – Alcohol & Drug Testing Services dated November 24, 2010, attached and incorporated by this reference as Exhibit B.

2. Contractor shall comply with all terms and conditions of this agreement, including all terms and conditions of the attached exhibits.

3. In consideration for Contractor's performance, County agrees to pay the fees as set forth in the Contractor's proposal; specifically as set forth in "Document 2 / Quote Sheet" included within Exhibit B. The amount of this contract will be understood to be the total sum of the amounts computed from the items based on the quantities required by County and as set forth in the quote sheet for the first year of services, and thereafter the price will remain the same for each succeeding year and option year, except to the extent Contractor's suppliers increase direct charges to Contractor for these services, in which case the price for future years may be increased in accordance with said increases, not to exceed the charge of \$50.00 per test for non-DOT tests. County shall award a minimum of \$100.00 of the material and/or services from all contract-awarded bidders.

4. Any payments by County to Contractor will customarily be made within thirty (30) days of receipt of an invoice from Contractor.

5. The contract period shall be from January 1, 2011 – December 31, 2013, with the option to renew Contract for two (2) additional one (1) year terms.

6. The performance of this Contract is at Contractor's sole risk. The service or services to be rendered under this Contract are those of an independent Contractor who is not an officer, employee or agent of the County as those terms are used in ORS 30.265. Notwithstanding the Oregon Tort Claims Act or provisions of any other contract, Contractor is acting as and assumes liability of an independent contractor as to any claims between County and Contractor. Contractor is solely liable for any workers' compensation coverage; social security, unemployment insurance or retirement payments; and federal or state taxes due as a result of payments under this Contract.

Any subcontractor hired by the Contractor shall be similarly responsible.

7. Contractor will not be eligible for any Federal Social Security, State Workers' Compensation, unemployment insurance or Public Employees Retirement System benefits from this contract payment.

8. Contractor is not currently employed by County, and will not be under the direct control of County.

9. The Contractor, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide Worker's Compensation coverage for all their subject workers or be exempt under ORS 656.126.

10. County will report the total amount of all payments to Contractor, including any expenses, in accordance with Federal Internal Revenue and State of Oregon Department of Revenue regulations.

11. The applicable provisions of the Lane Manual setting forth standard provisions for public contracts (LM 21.130) are hereby incorporated by reference as if fully set forth herein.

12. The Contractor agrees to indemnify, defend, and hold Lane County, its Commissioners, agents, officers, and employees harmless from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of the activities of, or failure to perform by Contractor or its officers, employees, subcontractors, or agents under this Contract.

13. Contractor shall provide all insurance called for on the page entitled "Insurance Coverage Required". As evidence of the insurance coverages required by this contract, the Contractor shall furnish a certificate of insurance to: Lane County Risk Management Division, 125 E. 8th Ave., Eugene, Oregon, 97401. The certificate will specify parties who are Additional Insured and must include a notice provision regarding cancellations. Insurance coverages required under this Contract shall be obtained from insurance companies authorized to do business in the State of Oregon. If Contractor is self-insured under the laws of the State of Oregon, Contractor shall provide appropriate declarations of coverage.

14. Contractor shall not cancel, materially change, or not renew insurance coverages. Contractor shall notify Lane County Risk Manager, 125 E. 8th Ave., Eugene, Oregon, 97401, of any material reduction or exhaustion of aggregate limits. Should any policy be canceled before final payment by Lane County to Contractor and should Contractor fail to immediately procure other insurance as specified, County reserves the right to procure such insurance and to deduct the cost thereof from any sum due Contractor under this Contract. Any insurance bearing any adequacy of performance shall be maintained after completion of the Contract for the full guaranteed period, and should the Contractor fail to immediately procure such insurance as specified, County reserves the right to procure such insurance and to charge the cost thereof to Contractor.

15. Responsibility for payment of damages: Nothing contained in these insurance requirements is to be construed as limiting the extent of Contractor's responsibility for payment of damages resulting from Contractor's operation under this Contract.

16. By execution of this Contract, Contractor certifies under penalty of perjury that:

- a. To the best of Contractor's knowledge, Contractor is not in violation of any tax laws described in ORS 305.380(4); and
- b. Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.

17. Contractor shall have all licenses and permits necessary to perform the Contract.

18. The County shall not be obligated to pay any amount greater than that stated above.

19. Modifications or amendments to this Contract shall be effective only if in writing and executed by both parties.

20. Dispute Resolution. The parties shall exert every effort to cooperatively resolve any disagreements they may have under this Contract. In the event that the parties alone are unable to resolve any conflict under this Contract, they agree to present their disagreements to a mutually selected mediator. The mediation will occur in Lane County, Oregon. Each party shall bear its own costs for mediation and the parties shall share the cost of the mediator. This procedure shall be followed to its conclusion prior to either party seeking relief from a court, except in the case of an emergency.

If the dispute remains unresolved through mediation, the parties may agree in writing to submit the dispute to arbitration, using such arbitration process as they may choose at the time and which includes the following conditions:

- a. The location of the arbitration shall be in Eugene, Oregon;
- b. Each party shall bear its own costs (except arbitration filing costs), witness fees, and attorney fees;
- c. Arbitration filing costs and any arbitrator's fees will be divided equally between the parties; and
- d. Judgment upon award rendered by the Arbitrator may be entered in a court in Lane County, Oregon.

21. The parties may jointly agree to terminate this Contract and upon the terms of such termination. The County may terminate this Contract at any time for any reason or for no reason with no liability on its part, except to pay for services previously provided by giving Contractor 30 days written notice.

22. Waiver. Failure of the County to enforce any provision of the Contract shall

not constitute a waiver or relinquishment by the County of the right to such performance in the future nor of the right to enforce that or any other provision of this Contract.

23. Severability: If any provision of this Contract is declared by a court to illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

**LANE COUNTY, OREGON**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Llane I. Richardson  
Interim County Administrator

**CONTRACTOR**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

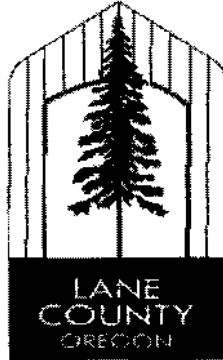
Business ID No.: \_\_\_\_\_

**APPROVED AS TO FORM**

Date \_\_\_\_\_ Lane County

\_\_\_\_\_  
**LANE COUNTY OFFICE OF LEGAL COUNSEL**

## Exhibit A – Request for Quotes



### **REQUEST FOR QUOTES**

### **ALCOHOL & DRUG TESTING SERVICES**

### **AND CDL PHYSICALS**

#### **SUBMITTAL DATE:**

**4:00 PM, WEDNESDAY, NOVEMBER 24, 2010**

#### **Please Submit To:**

**Howard Scbussler, Assistant Director  
Lane County Department of Public Works  
3040 North Delta Highway  
Eugene, OR 97408**



## REQUEST FOR QUOTES FOR PROFESSIONAL SERVICES

### 1.0 Invitation to Provide Quote

Lane County Department of Public Works is soliciting quotes for professional services to provide alcohol and drug testing and physicals for Commercial Drivers License holders as specified in Part 40 of the Title 49 Code of Federal Regulations published by the U. S. Department of Transportation Federal Highway Administration and additional drug testing as specified. It is Lane County's intent to establish a list of qualified service providers pursuant to Lane Manual 21.118(3) using all evaluation criteria, but not limited to cost, per this document.

Notice is hereby given that sealed proposals will be received at the Office of the Department of Public Works, 3040 North Delta Highway, Eugene, Oregon 97408 until 4:00 p.m., Wednesday, November 24, 2010.

Provider's Name, Address, Title of Request for Professional Services, due date, and the word "BID" shall be on the outside of the sealed envelope.

Providers must be Equal Opportunity Employers. Each proposal must contain a statement as to whether the provider is a resident of the State of Oregon, as defined in ORS 279A.120

Packets may be obtained by calling Howard Schussler at the number below.

Completed Bid packets should be delivered to the individual named below who is designated to receive bids:

Howard Schussler, Assistant Director  
Lane County Department of Public Works  
3040 N. Delta Hwy., Eugene, OR 97408  
(541) 682-6907

### 2.0 Requested Service Description

The Lane County Department of Public Works is soliciting proposals for professional services to provide alcohol and drug testing and physicals for Commercial Drivers License holders as specified in Part 40 of the Title 49 Code of Federal Regulations published by the U.S. Department of Transportation Federal Highway Administration and additional drug testing as specified. All services and record keeping to be provided in strict compliance with this code.

Lane County employees are financially responsible for preemployment, return-to-work and first follow-up test. They are also required to pay for Substance Abuse Professional evaluations. The County is requesting that proposals include quotes for

these services. The County will recommend that employees use the services of the selected firms.

### **3.0 Solicited Services**

The following services are solicited by Lane County Department of Public Works (LCPW).

#### **Qualified Personnel and Equipment to Perform the Following Services:**

#### **SERVICES:**

##### **3.1 DOT Alcohol & Drug Testing Program**

###### **Alcohol Testing**

Breath test using evidential breath testing device (EBT) approved by the National Highway Traffic Safety Administration (NHTSA).

Positive tests ( $>0.02$ ) must be followed by a second, or confirmation test using the same procedures as prescribed by the Federal Highway Administration.

All confirmed EBT results above 0.02 are to be reported to the employer.

**Tests Required** – (to be conducted at the contractor's facility):

**Preemployment** (paid by employee)

**Post Accident**

**Reasonable Suspicion**

**Random**

- 10% of pool annually (FHWA may change percentage)
- Contractor shall randomly select employees for testing (by computer or other means)
- Random testing shall happen quarterly

**Return-to-duty** (paid by employee)

**Follow-up** (first one paid by employee)

- Minimum of 6 tests within 12 months after returning-to-duty
- May be extended up to 60 months

###### **Drug Testing**

DOT/NIDA

**Lab analysis must be performed by a Department of Health and Human Services (DHHS) certified laboratory.**

A urine specimen must be collected, subdivided into two bottles and labeled as "primary" and "split" or "A" and "B" specimens as specified in the procedures defined by the Federal Motor Carrier Safety Administration. The collector must properly seal and label the specimen, complete chain of custody documents, prepare the specimen and accompanying paperwork for shipment, and ship to the certified laboratory.

Certified laboratory shall conduct drug tests for:

- Marijuana (THC metabolite)
- Cocaine
- Amphetamines
- Opiates (including heroin)
- Phencyclidine (PCP)

**Tests Required** – (specimen collection at the contractor's facility):

**Preemployment** (paid by employee)

**Post Accident**

**Reasonable Suspicion**

**Random**

- 50% of pool annually (FHWA may change percentage)
- Contractor shall randomly select employees for testing (by computer or other means)
- Random testing shall happen quarterly

**Return-to-duty** (paid by employee)

**Follow-up** (first one paid by employee)

- Minimum of 6 tests within 12 months after returning-to-duty
- May be extended up to 60 months

#### **Sample Collection Locations**

Sample collection availability in Eugene/Springfield area is required.

Sample collection availability in Florence, Dexter, Cottage Grove, and Veneta is desirable.

#### **Record Keeping**

Contractor shall compile, maintain and retain all records as required of employers and service providers by the Federal Highway Administration (see Title 49 of the Code of Federal Regulations). A certified copy of the required employer records shall be forwarded to Lane County Department of Public Works quarterly. Any required annual records shall also be sent to the employer.

### **Training**

The contractor may be requested to provide one or more, four (4) hour training sessions to supervisors and managers of CDL drivers. Two (2) hours of training shall cover the symptoms and indicators of alcohol misuse and two (2) hours of training shall cover the signs and symptoms of drug abuse. The training shall be specifically designed to meet the needs of supervisors in making appropriate determinations for reasonable suspicion testing.

The contractor may also be requested to conduct employee question and answer training sessions on the progressive effects of alcohol and/or drug use. Each session shall be approximately 60-90 minutes in duration. The discussion shall focus on the effects of alcohol and various drugs on the metabolism, how alcohol and drugs effect judgment and coordination, and how long alcohol and various drugs stay in the human systems.

### **Employee Information**

Upon request by the County the contractor shall prepare the following written materials for distribution to employees by the County:

- The effects of alcohol and drugs on a person
- Treatment resources available in the community
- The signs and symptoms of someone under the influence of alcohol or drugs

### **3.2 Non-DOT Alcohol & Drug Testing**

**Lab analysis must be performed by a Department of Health and Human Services (DHHS) certified laboratory.**

#### **Non-CDL Employees**

A urine specimen must be collected, subdivided into two bottles and labeled as "primary" and "split" or "A" and "B" specimens. The collector must properly seal and label the specimen, complete chain of custody documents, prepare the specimen and accompanying paperwork for shipment, and ship to the certified laboratory.

Certified laboratory shall conduct drug tests for:

- Marijuana (THC metabolite)
- Cocaine
- Amphetamines
- Opiates (including heroin)
- Phencyclidine (PCP)

**Tests Required – (specimen collection at the contractor’s facility):**

**Preemployment (paid by employee)**

**Post Accident**

**Reasonable Suspicion**

**Return-to-duty (paid by employee)**

**Follow-up (first one paid by employee)**

- Minimum of 6 tests within 12 months after returning-to-duty
- May be extended up to 60 months

**Sample Collection Locations**

Sample collection availability in Eugene/Springfield area is required.

Sample collection availability in Florence, Dexter, Cottage Grove, and Veneta is desirable.

**3.3 Methadone-Only Drug Testing**

**Lab analysis must be performed by a Department of Health and Human Services (DHHS) certified laboratory.**

A urine specimen must be collected and the collector must properly seal and label the specimen, complete chain of custody documents, prepare the specimen and accompanying paperwork for shipment, and ship to the certified laboratory.

Certified laboratory shall conduct drug tests for:

- Methadone (Metabolites)

**Tests Required – (specimen collection at the contractor’s facility):**

**Preemployment (paid by employee)**

**Reasonable Suspicion**

**Random**

- 10% of pool annually
- Contractor shall randomly select employees for testing (by computer or other means)
- Random testing shall happen quarterly

**Return-to-duty (paid by employee)**

**Follow-up (first one paid by employee)**

- Minimum of 6 tests within 12 months after returning-to-duty
- May be extended up to 60 months

**Sample Collection Locations**

Sample collection availability in Eugene/Springfield area is required and Florence, Dexter, Cottage Grove, and Veneta is desirable.

**3.4 CDL Physicals**

Employees holding a Commercial Drivers License (CDL) are required to possess a valid Medical Card. Medical Cards are generally valid for two (2) years (may be less depending on physical conditions), and are issued by a physician authorized to perform CDL physicals.

**Locations**

CDL Physical availability in Eugene/Springfield area is required.

CDL Physical availability in Florence is desirable.

**3.5 Substance Abuse Professional/Employee Assistance Professional Evaluations (paid by employee)**

Contractor shall offer professional evaluations of permanent employees who test positive for alcohol or drug content to determine if an addiction problem exists. Alcohol misuse requiring professional evaluation is a confirmed EBT above 0.04.

Evaluations shall be made by a Substance Abuse Professional meeting the requirements of the Department of Transportation Federal Highway Administration rules. A Substance Abuse Professional must be a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

**3.6 Medical Review Officer (MRO)**

All positive drug test results are to be reviewed and interpreted by a Medical Review Officer (MRO) before they are reported to the employer. The MRO shall be a licensed physician with knowledge of substance abuse disorders. The MRO shall not be an employee of the laboratory conducting the drug test. If the laboratory reports a positive result to the MRO, the MRO shall contact the employee (either in person or by phone) and conduct an interview to determine if there is an alternative medical explanation for the drugs found in

the employee's urine specimen. If the employee provides appropriate documentation and the MRO determines that there exists a medical reason for the positive test, the drug test result is reported as negative to the employer.

The MRO shall communicate verified positive lab results to the designated employer representative within three working days of completion of the MRO's process. Communication must be confidential using employee social security numbers. If initial notice is by phone it must be followed-up by a written communication of the results to:

Employer's Representative: Howard Schussler  
(541) 682-6907  
3040 N. Delta Hwy  
Eugene, OR 97408

#### **4.0 Evaluation Criteria**

**Proposals will be evaluated using the following matrix:**

- **overall cost of services (Document #2)**
- **professional qualifications of staff (minimum requirement)**
- **professional qualifications of subcontractors (minimum requirement)**
- **convenience (proximity) of specimen collection site(s) (operational needs)**
- **convenience (proximity) of CDL physical site(s) (operational needs)**
- **Document #3 completed (minimum requirement)**

#### **Selection Committee**

Proposals will be evaluated for meeting minimum requirements and cost by a two-person selection committee. Committee members are the Assistant Public Works Director and the Public Works Human Resources Coordinator.

#### **5.0 Information to be Submitted to Lane County**

Please submit three (2) copies of the following:

1. A description of your firm, including: areas of expertise, internal resources of expertise, internal resources available, professional profiles of key staff

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directly associated with this contract, and location of facility, or facilities, where employees would report for testing.

2. Documents #2 and #3.
3. Professional profiles of subcontractors.
4. Other pertinent information that you believe would be helpful to the selection committee.

**SUBMITTAL DATE: 4:00 p.m., Wednesday, November 24, 2011.**

**SUBMIT TO: Howard Schussler, Assistant Director  
Lane County Department of Public Works  
3040 North Delta Highway  
Eugene, Or 97408**

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**Proposal Submittals (Documents #2 and #3) and insurance requirements are included in Appendix A.**

In evaluating the proposals and selecting a contractor, Lane County reserves the following rights:

1. To reject any and all proposals
2. To issue subsequent Requests for Quotes
3. Not to award a contract for the requested services
4. To waive any irregularities or informalities in any proposal
5. To accept the proposals which Lane County deems to be the most beneficial to the Public and Lane County
6. To negotiate with any Proposer to further amend, modify, redefine, or delineate its proposal
7. To negotiate and accept, without re-advertising the Request for Quotes, the proposal of any other Proposer in the event that a contract cannot be negotiated with the selected Proposers.

Proposers will be notified of the Committee's recommendation within two (2) business days of the Committee's decision, unless additional time is needed. If additional time is needed, proposers will be notified of the delay.

## **6.0 Protest of Contract Award**



Any Proposer not awarded a contract may protest the Board of Commissioners award decision. All protests of award must be filed within seven (7) days of the notice of award. Protests of award shall be handled by the County Administrator, or his or her designee, in conformity with OAR 137-030-0104. The County Administrator or his or her designee has the authority to reject all proposals, and authority to revise the award of contract in order to correct any errors made in the original award, so that the contract is awarded to the proposer legally entitled to receive an award pursuant to public contract law and regulations and the criteria stated in the proposal documents. A copy of the decision shall be promptly delivered to the Board. The decision shall be final seven (7) days after it is delivered to the Board, unless within that time the Board elects to review the matter. Thereafter, within a reasonable time period, a complete copy of the written record shall be delivered to the Board. The Board shall conduct its review on the basis of the written record before it, and shall issue its decision by Board Order. The Board may affirm, reverse, or revise the decision of the County Administrator or his or her designee. Upon adoption of the order the decision will be final.

#### **7.0 Contract Period**

The requirements contract(s) that result(s) from this Request for Professional Services (RFPS) will cover the time period from January 1, 2011 through December 31, 2013. The need for services pursuant to this request for quotes will be determined solely by Lane County. This process will not result in an exclusive contract. Lane County may elect to solicit for and use multiple consultants and/or service providers concurrently.

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## **APPENDIX A**

Request for Quotes  
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**LANE COUNTY  
INVITATION FOR BID  
PUBLIC NOTICE**

**REQUEST FOR QUOTES FOR PROFESSIONAL SERVICES**

**Lane County Department of Public Works is soliciting proposals for professional services to provide alcohol and drug testing and physicals for Commercial Drivers License holders as specified in Part 40 of the Title 49 Code of Federal Regulations published by the U. S. Department of Transportation Federal Highway Administration. It is Lane County's intent to establish a list of qualified service providers pursuant to Lane Manual 21.118(3) using all evaluation criteria but not limited to cost, per this documents.**

**Notice is hereby given that sealed proposals will be received at the Office of the Department of Public Works, 3040 North Delta Highway, Eugene, Oregon 97408 until, 4:00 p.m., Wednesday, November 24, 2010.**

**Provider's Name, Address, Title of Request for Professional Services, Due Date, and the word "BID" shall be on the outside of the sealed envelope.**

**Provider's must be Equal Opportunity Employers. Each proposal must contain a statement as to whether the provider is a resident of the State of Oregon, as defined in ORS 279A.120.**

**Specifications and bidding documents may be picked up or reviewed at the Department of Public Works on or after Monday, November 8, 2010. Packets may be obtained by calling Howard Schussler at the number below.**

**Completed bid packets should be delivered to the individual named below who is designated to receive bids:**

**Howard Schussler, Assistant Director  
Lane County Department of Public Works  
3040 N. Delta Hwy., Eugene, OR 97408  
(541) 682-6907**

**DOCUMENT #2**  
**(complete and return)**

**QUOTE SHEET**

Please indicate your firm's unit price and total price for each service. "Number required" are only estimates and County will not be obligated to use any service not required. This proposal includes several services that are the financial responsibility of the employee. Employees have the right to obtain those services from another provider. If you do not provide a specific service, then please state: Do not provide this service." If it is anticipated that item costs may change over the five years of the contract, please identify cost changes by year of contract.

<u>Solicited Services</u>	<u>Cost Each</u>	<u>Est. Annual Number Required</u>	<u>Total Cost</u>
<b><u>3.1 DOT Alcohol &amp; Drug Testing Program</u></b> (includes Medical Review Officer)			
1. Alcohol EBT (in contractor's facility)	\$ _____	16	\$ _____
2. Urine specimen (in contractor's facility) and DOT lab analysis for drugs - includes MRO Review	\$ _____	155	\$ _____
3. Urine specimen (in contractor's facility) and lab analysis for Methadone - includes MRO Review	\$ _____	30	\$ _____
4. Location of contractor facility(ies) for specimen collection	___ Eugene/Springfield	___ Florence	___ Other
5. Random alcohol and drug test selection, (FMCSA/DOT Required) including notifying County of selected participants and test dates	\$ _____	100	\$ _____
6. Workshop to train supervisors in how to recognize alcohol misuse and drug abuse symptoms, signs and indicators. Two hours on alcohol misuse and two hours on drug abuse. One session during five (5) year contract.	\$ _____	1	\$ _____
7. Employee Question & Answer workshop. To include written material providing information on the effects of alcohol and drug use and treatment resources available in the community. Three (3) sessions during contract period.	\$ _____	1	\$ _____
8. Quarterly records report to LC PW (1 copy)	\$ _____	4	\$ _____
9. Annual records report to LC PW (1 copy)	\$ _____	1	\$ _____

**3.2 Non-DOT Alcohol & Drug Testing**

(includes Medical Review Officer)

1. Urine specimen (in contractor's facility) and Non-DOT lab analysis for drugs - includes MRO Review \$ \_\_\_\_\_ 100 \$ \_\_\_\_\_
2. Location of contractor facility(ies) for specimen collection  
 \_\_\_ Eugene/Springfield \_\_\_ Florence \_\_\_ Other

**3.3 Methadone-Only Drug Testing**

(Includes Medical Review Officer)

1. Random Methadone drug test selection, including notifying County of selected participants and test dates \$ \_\_\_\_\_ 20 \$ \_\_\_\_\_
- Urine specimen (in contractor's facility) and Methadone-only lab analysis for drugs - includes MRO Review \$ \_\_\_\_\_ 20 \$ \_\_\_\_\_
2. Location of contractor facility(ies) for specimen collection  
 \_\_\_ Eugene/Springfield \_\_\_ Florence \_\_\_ Other
3. Quarterly records report to LC PW (1 copy) \$ \_\_\_\_\_ 4 \$ \_\_\_\_\_
4. Annual records report to LC PW (1 copy) \$ \_\_\_\_\_ 1 \$ \_\_\_\_\_

**3.4 CDL Physicals**

1. CDL Physical \$ \_\_\_\_\_ 100 \$ \_\_\_\_\_
2. Location of contractor facility(ies) for CDL physicals  
 \_\_\_ Eugene/Springfield \_\_\_ Florence \_\_\_ Other

**3.5 Substance Abuse Professional/Employee Assistance Professional Evaluations**

2. Substance Abuse Professional or Employee Assistance Professional evaluation \$ \_\_\_\_\_ 2 \$ \_\_\_\_\_

**DOCUMENT #3  
PROFESSIONAL INFORMATION**

1. Identify drug testing laboratory \_\_\_\_\_
2. Identify Medical Review Officer (MRO) \_\_\_\_\_
3. Identify Substance Abuse Professional (SAP) \_\_\_\_\_
4. Number of staff available to perform alcohol testing (EBT) \_\_\_\_\_
5. Number of staff available to collect drug test specimens \_\_\_\_\_
6. Number of staff available to perform CDL physicals \_\_\_\_\_
7. Number of staff available to collect hepatitis antibody blood specimens at the job site \_\_\_\_\_
8. Maximum employee wait time for testing \_\_\_\_\_
9. Average employee wait time for testing \_\_\_\_\_
10. Maximum number of days between collecting sample and providing positive results to LCPW \_\_\_\_\_
11. Average number of days between collecting sample and providing negative results to LCPW \_\_\_\_\_
12. Maximum number of days between positive test result and Substance Abuse Professional evaluation for addiction \_\_\_\_\_
13. Maximum number of days between end of quarter and providing report to LCPW \_\_\_\_\_
14. List any other subcontractors \_\_\_\_\_

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**Sample Draft Contract**

**PROFESSIONAL SERVICES CONTRACT**

THIS AGREEMENT is entered into by and between LANE COUNTY, OREGON, a political subdivision of the State of Oregon, hereinafter called COUNTY, and \_\_\_\_\_ hereinafter called CONTRACTOR.

Whereas, County has a need for the type of professional services possessed by Contractor;

Whereas, Contractor desires to provide those professional services;

NOW, THEREFORE, the parties agree:

1. Contractor shall perform the professional \_\_\_\_\_ services for County as stated in the "(title of solicitation document)", attached and incorporated by this reference as Exhibit \_\_\_\_, and as further described in Contractor's "(title of the proposal)" dated \_\_\_\_\_, attached and incorporated by this reference as Exhibit \_\_\_\_.

2. Contractor shall comply with all terms and conditions of this agreement, including all terms and conditions of the attached exhibits.

3. In consideration for Contractor's performance, County agrees to pay the fee as set forth in the "Cost Proposal for Lane County", attached and incorporated by this reference as Exhibit \_\_\_\_. (Optional as applicable: In consideration for Contractor's performance, County agrees to pay the sum of \_\_\_\_\_, payable as follows: \_\_\_\_\_. OR, In consideration for Contractor's performance, County agrees to pay an amount not to exceed \_\_\_\_\_, payable as follows: )

4. Any payments by County to Contractor will customarily be made within thirty (30) days of receipt of an invoice from Contractor.

5. The contract period shall be from \_\_\_\_\_. (The time period should be limited to three years. Option to set any combination of three years, such as a one year contract with 2 one-year options to renew, or a two year contract with a one year option to renew, etc.)

6. The performance of this contract is at CONTRACTOR'S sole risk. The service or services to be rendered under this contract are those of an independent CONTRACTOR who is not an officer, employee or agent of the COUNTY as those terms are used in ORS 30.265. Notwithstanding the Oregon Tort Claims Act or provisions of any other contract, CONTRACTOR is acting as and assumes liability of an independent contractor as to any claims between COUNTY and CONTRACTOR. CONTRACTOR is solely liable for any workers' compensation coverage; social security, unemployment insurance or retirement payments; and federal or state taxes due as a result of payments under this contract. Any subcontractor hired by the CONTRACTOR shall be similarly responsible.

7. CONTRACTOR will not be eligible for any Federal Social Security, State Workers' Compensation, unemployment insurance or Public Employees Retirement System benefits from this contract payment.



8. CONTRACTOR is not currently employed by COUNTY, and will not be under the direct control of COUNTY.

9. The CONTRACTOR, its subcontractors, if any, and all employers working under this contract are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide Worker's Compensation coverage for all their subject workers or be exempt under ORS 656.126.

10. COUNTY will report the total amount of all payments to CONTRACTOR, including any expenses, in accordance with Federal Internal Revenue and State of Oregon Department of Revenue regulations.

11. The applicable provisions of the Lane Manual setting forth standard provisions for public contracts (LM 21.130) are hereby incorporated by reference as if fully set forth herein.

12. The CONTRACTOR agrees to indemnify, defend, and hold Lane County, its Commissioners, agents, officers, and employees harmless from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of the activities of, or failure to perform by CONTRACTOR or its officers, employees, subcontractors, or agents under this contract.

13. CONTRACTOR shall provide all insurance called for on the page entitled "Insurance Coverage Required". As evidence of the insurance coverages required by this contract, the CONTRACTOR shall furnish a certificate of insurance to: Lane County Risk Management Division, 125 E. 8th Ave., Eugene, Oregon, 97401. The certificate will specify parties who are Additional Insured and must include a notice provision regarding cancellations. Insurance coverages required under this contract shall be obtained from insurance companies authorized to do business in the State of Oregon. If CONTRACTOR is self-insured under the laws of the State of Oregon, CONTRACTOR shall provide appropriate declarations of coverage.

14. CONTRACTOR shall not cancel, materially change, or not renew insurance coverages. CONTRACTOR shall notify Lane County Risk Manager, 125 E. 8th Ave., Eugene, Oregon, 97401, of any material reduction or exhaustion of aggregate limits. Should any policy be canceled before final payment by Lane County to CONTRACTOR and should CONTRACTOR fail to immediately procure other insurance as specified, COUNTY reserves the right to procure such insurance and to deduct the cost thereof from any sum due CONTRACTOR under this contract. Any insurance bearing any adequacy of performance shall be maintained after completion of the contract for the full guaranteed period, and should the CONTRACTOR fail to immediately procure such insurance as specified, COUNTY reserves the right to procure such insurance and to charge the cost thereof to CONTRACTOR.

15. Responsibility for payment of damages: Nothing contained in these insurance requirements is to be construed as limiting the extent of CONTRACTOR'S responsibility for payment of damages resulting from CONTRACTOR'S operation under this contract.

16. By execution of this contract, CONTRACTOR certifies under penalty of perjury that:

- a. To the best of CONTRACTOR'S knowledge, CONTRACTOR is not in violation of any tax laws described in ORS 305.380(4); and
- b. CONTRACTOR has not discriminated against minority, women or small business

enterprises in obtaining any required subcontracts.

17. CONTRACTOR shall have all licenses and permits necessary to perform the contract.

18. The COUNTY shall not be obligated to pay any amount greater than that stated above.

19. Modifications or amendments to this contract shall be effective only if in writing and executed by both parties.

20. Dispute Resolution. The parties shall exert every effort to cooperatively resolve any disagreements they may have under this Agreement. In the event that the parties alone are unable to resolve any conflict under this Agreement, they agree to present their disagreements to a mutually selected mediator. Each party shall bear its own costs for mediation and the parties shall share the cost of the mediator. This procedure shall be followed to its conclusion prior to either party seeking relief from a court, except in the case of an emergency.

If the dispute remains unresolved through mediation, the parties may agree in writing to submit the dispute to arbitration, using such arbitration process as they may choose at the time and which includes the following conditions:

- a. The location of the arbitration shall be in Eugene, Oregon;
- b Each party shall bear its own costs (except arbitration filing costs), witness fees, and attorney fees;
- c Arbitration filing costs and any arbitrator's fees will be divided equally between the parties; and
- d Judgment upon award rendered by the Arbitrator may be entered in a court in Lane County, Oregon.

21. The parties may jointly agree to terminate this agreement and upon the terms of such termination. The County may terminate this contract at any time for any reason or for no reason with no liability on its part, except to pay for services previously provided by giving Contractor 30 days written notice.

22. Waiver. Failure of the County to enforce any provision of the contract shall not constitute a waiver or relinquishment by the County of the right to such performance in the future nor of the right to enforce that or any other provision of this contract.

23. Severability. If any provision of this contract is declared by a court to illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

*SIGNATURE PAGE TO FOLLOW*

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LANE COUNTY, OREGON

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Jeff R. Spartz  
County Administrator

CONTRACTOR

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Business ID No.: \_\_\_\_\_

APPROVED AS TO FORM

Date \_\_\_\_\_ Lane County

LANE COUNTY OFFICE OF LEGAL COUNSEL

Request for Quotes  
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**INSURANCE COVERAGES REQUIRED**

Contractor shall not commence any work until Contractor obtains, at Contractor's own expense, all required insurance as specified below. Such insurance must have the approval of Lane County as to limits, form and amount. The types of insurance Contractor is required to obtain or maintain for the full period of the contract will be:

X **COMPREHENSIVE COMMERCIAL GENERAL LIABILITY** insurance including personal injury, bodily injury and property damage with limits as specified below. The insurance shall include:

<i>COVERAGES</i>	<i>LIMITS</i>
<input type="checkbox"/> Explosion & Collapse	<u>X</u> \$1 million per occurrence
<input type="checkbox"/> Underground Hazard	<input type="checkbox"/> Limits of the Oregon Tort Claims Act (ORS 30.370), present limits \$500,000 per occurrence
<input type="checkbox"/> Products/Completed Operations	
<input type="checkbox"/> Contractual Liability	<input type="checkbox"/> Other
<input type="checkbox"/> Broad Form Property Damage	
<input type="checkbox"/> Owners' & Contractors' Protective	

*FORM* All policies must be of the occurrence form with combined single limit for bodily injury and property damage. Any deviation from this must be reviewed by the Risk Manager. All claims-made forms must have the prior approval of Risk Manager. Submit a complete copy of claims-made policies and endorsements with the certificate of insurance.

X **AUTOMOBILE LIABILITY** insurance comprehensive form with limits as specified below. The coverage shall include owned, hired and non-owned automobiles.

*LIMITS*

<u>X</u> \$1 million per occurrence	
<input type="checkbox"/> Not less than the limits of the Oregon Tort Claims Act (ORS 30.270) presently at \$500,000 per occurrence	<input type="checkbox"/> Other

X **PROFESSIONAL LIABILITY** insurance - with limits not less than \$ 1 million \_\_\_\_\_

X **ADDITIONAL INSURED CLAUSE** The liability insurance coverages required for performance of this contract shall be endorsed to name Lane County, its commissioners, officers, agents and employees as additional insureds but only with respect to the Contractor's activities to be performed under this contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

X **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY** as statutorily required for persons performing work under this contract. Any subcontractor hired by Contractor shall also carry Workers' Compensation and Employers' Liability coverage.

*EMPLOYER'S LIABILITY*  Limits of \$500,000

**BUILDER'S RISK** insurance special form. Limits to be the value of the contract or \$ \_\_\_\_\_.

**FIDELITY BOND** covering the activities of any person, named or unnamed, responsible for collection and expenditures of funds. Limit \$ \_\_\_\_\_ per employee.

**Any questions concerning insurance and indemnity should be directed to Lane County Risk Management at 541-682-4392.**

### Lane Manual Chapter 21.130

#### 21.130 Standard Contract Provisions.

The following standard public contract clauses shall be included expressly or by reference where appropriate in every contract of the County.

(1) Contractor shall make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in the contract, and shall be responsible for payment to such persons supplying labor or material to any subcontractor.

(2) Contractor shall pay promptly all contributions or amounts due to the State Industrial Accident Fund and the State Unemployment Compensation Fund from contractor or any subcontractor in connection with the performance of the contract.

(3) Contractor shall not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished, shall assume responsibility for satisfaction of any lien so filed or prosecuted and shall defend against, indemnify and hold County harmless from any such lien or claim.

(4) Contractor and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

(5) For public improvement and construction contracts only, if contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the contractor or its surety from the obligation with respect to any unpaid claim. If the County is unable to determine the validity of any claim for labor or services furnished, the County may withhold from any current payment due contractor an amount equal to said claim until its validity is determined, and the claim, if valid, is paid by the contractor or the County. There shall be no final acceptance of the work under the contract until all such claims have been resolved.

(6) Contractor shall make payment promptly, as due, to any person, co-partnership, association or corporation furnishing medical, surgical, hospital or other needed care and attention, incident to sickness or injury, to the employees of contractor, of all sums which the contractor agreed to pay or collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing payment for such service.

(7) With certain exceptions listed below, contractor shall not require or permit any person to work more than 10 hours in any one day, or 40 hours in any one week except in case of necessity, emergency, or where public policy absolutely requires it, and in such cases the person shall be paid at least time and a half for:

(a) All overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday, or

(b) All overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday, and

(c) All work performed on the days specified in ORS 279B.020(1) for non-public improvement contracts or ORS 279C.540(1) for public improvement contracts.

For personal/professional service contracts as designated under ORS 279A.055, instead of (a) and (b) above, a laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Sections 201 to 209, from receiving overtime.

Contractor shall follow all other exceptions, pursuant to ORS 279B.235 (for non-public improvement contracts) and ORS 279C.540 (for public improvement contracts), including contracts involving a collective bargaining agreement, contracts for services, and contracts for fire prevention or suppression. For contracts other than construction or public improvements, this subsection (7) does not apply to contracts for purchase of goods or personal property.

Contractor must give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

(8) The hourly rate of wage to be paid by any contractor or subcontractor to workers upon all public works shall be not less than the applicable prevailing rate of wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.800 to ORS 279C.850. For projects covered by the federal Davis-Bacon Act (40 USC 276a), contractors and subcontractors shall pay workers the higher of the state or federal prevailing rate of wage.

(9) The contractor, its subcontractors, if any, and all employers working under the contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, or otherwise be exempt under ORS 656.126.

(10) As to public improvement and construction contracts, Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to those dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. A list of entities that have enacted such laws or regulations is found in the Oregon Attorney General's Model Public Contract Rules Manual, OAR 137-030-0010, Commentary 4. If new or amended statutes, ordinances, or regulations are adopted, or the contractor encounters a condition not referred to in the bid document not caused by the contractor and not discoverable by reasonable site inspection which requires compliance with federal, state, or local laws or regulations dealing with the prevention of environmental pollution or the preservation of natural resources, both the County and the contractor shall have all the rights and obligations specified in ORS 279C.525 to handle the situation.

(11) The contract may be canceled at the election of County for any substantial breach, willful failure or refusal on the part of contractor to faithfully perform the contract according to its terms. The County may terminate the contract by written order or upon request of the contractor, if the work cannot be completed for reasons beyond the control of either the contractor or the County, or for any reason considered to be in the public interest other than a labor dispute, or by reason of any third party judicial proceeding relating to the work other than one filed in regards to a labor dispute, and when circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work. In either case, for public improvement contracts, if the work is suspended but the contract not terminated, the contractor is entitled to a reasonable time extension, costs and overhead per ORS 279C.655. Unless otherwise stated in the contract, if the contract is terminated, the contractor shall be paid per ORS 279C.660 for a public improvement contract.

(12) If the County does not appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the contract, the contract will terminate at the end of the last fiscal year for which payments have been appropriated. The County will notify the contractor of such non-appropriation not later than 30 days before the beginning of the year within which funds are not appropriated. Upon termination pursuant to this clause, the County shall have no further obligation to the contractor for payments beyond the termination date. This provision does not permit the County to terminate the contract in order to provide similar services or goods from a different contractor.

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(13) By execution of this contract, contractor certifies, under penalty of perjury that:

(a) To the best of contractor's knowledge, contractor is not in violation of any tax laws described in ORS 305.380(4), and

(b) Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.

(14) Contractor agrees to prefer goods or services that have been manufactured or produced in this State if price, fitness, availability or quality are otherwise equal.

(15) Contractor agrees to not assign this contract or any payments due hereunder without the proposed assignee being first approved and accepted in writing by County.

(16) Contractor agrees to make all provisions of the contract with the County applicable to any subcontractor performing work under the contract.

(17) The County will not be responsible for any losses or unanticipated costs suffered by contractor as a result of the contractor's failure to obtain full information in advance in regard to all conditions pertaining to the work.

(18) All modifications and amendments to the contract shall be effective only if in writing and executed by both parties.

(19) The contractor certifies he or she has all necessary licenses, permits, or certificates of registration (including Construction Contractors Board registration or Landscape Contractors Board license, if applicable), necessary to perform the contract and further certifies that all subcontractors shall likewise have all necessary licenses, permits or certificates before performing any work. The failure of contractor to have or maintain such licenses, permits, or certificates is grounds for rejection of a bid or immediate termination of the contract.

(20) Unless otherwise provided, data which originates from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the County. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights. Data which is delivered under the contract, but which does not originate therefrom shall be transferred to the County with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided that such license shall be limited to the extent which the contractor has a right to grant such a license. The contractor shall exert all reasonable effort to advise the County, at the time of delivery of data furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. The County shall receive prompt written notice of each notice or claim of copyright infringement received by the contractor with respect to any data delivered under this contract. The County shall have the right to modify or remove any restrictive markings placed upon the data by the contractor.

(21) If as a result of this contract, the contractor produces a report, paper, publication, brochure, pamphlet or other document on paper which uses more than a total 500 pages of 8 1/2" by 11" paper, the contractor shall conform to the Lane County Recycled Paper Procurement and Use policy, LM 2.440 through 2.448, by using recycled paper with at least 25% post-consumer content which meets printing specifications and availability requirements.

(22) The Oregon Standard Specifications for Construction adopted by the State of Oregon, and the Manual on Uniform Traffic Control Devices, each as is currently in effect, shall be applicable to all road construction projects except as modified by the bid documents.



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(23) As to contracts for lawn and landscape maintenance, the contractor shall salvage, recycle, compost or mulch yard waste material in an approved site, if feasible and cost-effective.

(24) As to public improvement contracts for demolition, the contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.

(25) When a public contract is awarded to a nonresident bidder and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the County will make final payment on the contract. (Revised by Order No. 98-12-2-4, Effective 12.2.98; 04-6-30-12, 6.30.04; 05-2-16-8, 2.28.05; 05-12-14-9, 1.1.06)



**LANE COUNTY PUBLIC WORKS  
REQUEST FOR PROFESSIONAL SERVICES**

**November 19, 2010**

**SUBMITTED BY:**

**CASCADE HEALTH SOLUTIONS  
AND  
CASCADE MEDICAL ASSOCIATES**

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## ORGANIZATIONS QUALIFICATIONS

Cascade Medical Associates began partnering with Lane County employers in 1980 to treat work-related injuries and facilitate early return to work. In 1984 McKenzie-Willamette Hospital created an Occupational Health Department which was joined with Cascade Medical Associates to expand the services offered to Lane County employers to provide a complete integrated work injury management system that spans the entire continuum from prevention to rehabilitation.

In October 2003 the Occupational Health Department separated from McKenzie-Willamette Medical Center and created a new entity, Cascade Health Solutions. The foundation of this new organization includes Occupational Health, DIRECTION for Employee Assistance, MedExpress, Workers Action Program, Wellness, Home Health, Hospice and Adult Day Care, Center for Health Living and the Community Health Foundation. Each of these programs bring to the new organization professional expertise and experience, community relationships, loyal patients and customers, and dedicated, expert staff; all of which are successfully addressing the health needs of specific populations in our community. Our Board of Directors consists of community members who bring valuable expertise in business management and community leadership.

Occupational health services include pre-employment physicals, drug screens, an employee assistance program, a state-of-the-art on-site first aid treatment and transportation service, physical and occupational therapy and a variety of return to work programs and wellness services. Currently, we provide services for a diverse client population including over 4,000 companies and organizations.

Cascade Medical Associates and Cascade Health Solutions are dedicated to working in partnership with businesses and industry to develop strategies and programs for the prevention and management of injuries in the workforce. Through implementation of effective strategies we are able to impact profitability through decreasing costs associated with health care and workers' compensation claims. The services we offer have all been developed to assist businesses with the following three strategies:

- > prevention of illness and injury
- > early identification and treatment
- > timely rehabilitation

Our programs are designed to promote health and safety, reduce the incidence of lost work time and reduce the total costs of disability claims for the company. Employee wellbeing is also served by maintaining the productive ability of workers; fostering an atmosphere of coordination among the providers, supervisors and the worker; and creating viable work return options for disabled workers.

We are committed to being a resource to employers in the area of employer safety, health and early return to work. As employers have identified the need for new services, we have been responsive to them by creating new services to meet their unique needs. We value our relationships with area businesses and strive to maintain ongoing communication about the services we provide businesses and their employees. Because we are an independent organization we can be flexible in working with you on your specific requirements.

# CASCADE HEALTH SOLUTIONS

## Our Mission:

To improve the quality of life in our community by helping to support and provide quality, charitable, compassionate health care now and for generations to come.

## Our Values:

- **INTEGRITY**  
We demonstrate a dedication to ethical practices and are deeply committed to community service.
  - **PROFESSIONALISM**  
We provide high quality service based on nearly 50 years of healthcare experience and innovation.
  - **RESPECT**  
We promote an environment of mutual positive regard for our patients, clients and employees.
  - **RELATIONSHIPS**  
We value a process that results in healthy relationships and positive communication.
-

# CASCADE OCCUPATIONAL HEALTH

[www.cascadehealthsolutions.com](http://www.cascadehealthsolutions.com)

<b>CEO for Cascade Health Solutions</b>	Cheryl Boyum cboyum@cascadehealth.org	541-228-3002
<b>Medical Director Cascade Medical Associates</b>	Richard Abraham, M.D.	541-228-3100
<b>Pre-Placement Services</b>		
Physical Examinations Medical Surveillance Drug Abuse Screening	Lora Nyburg, R.N. lnyburg@cascadehealth.org	541-228-3095
DOT Drug Testing Breath Alcohol Testing	Mary Sline marysline@comcast.net	541-463-7789
<b>Occupational Health Nursing</b>		
Bloodborne Pathogen Training & Follow Up Immunization Clinics Medical Surveillance Workplace Infection Control	Lora Nyburg, R.N. lnyburg@cascadehealth.org	541-228-3095
<b>Worksite Wellness</b>		
Health Education Cholesterol Testing Health Fairs	Lora Nyburg, R.N. lnyburg@cascadehealth.org	541-228-3095
<b>Workers' Action Program</b>		
Physical Capacity Evaluations Work Tolerance Screens Ergonomic Assessments Job Analyses	Travis Hoffman, OTR thoffman@cascadehealth.org	541-228-3132
<b>Injury Prevention Programs</b>		
Pre-Work Stretching Injury Prevention Presentations Fitness Management	Travis Hoffman, OTR thoffman@cascadehealth.org.com	541-228-3132
<b>MedExpress</b>		
Work-site First Aid Services & Transport	Chooch Vanis cvanis@cascadehealth.org	541-228-3009
<b>DIRECTION for Employee Assistance</b>		
Counseling Referrals Case Management Substance Abuse Supervisor Training Organizational Trainings	Teri Strong, PhD tstrong@cascadehealth.org	541-345-2800

## CASCADE OCCUPATIONAL HEALTH STAFF

Our occupational health staff is backed by the physicians in Cascade Medical Associates.

**Cheryl Boyum**, is the CEO for Cascade Health Solutions. In this capacity, she oversees the activities of all Cascade Health Solution departments. During her 30+ years in management, she has developed expertise in the leadership of multidisciplinary teams in the management of health risks and injury management, collaborative strategic planning with management, health providers and customers, wellness programming and the ability to access and develop innovative programs to meet unique needs of individuals and organizations.

**Richard Abraham, M.D.**, Medical Director for Cascade Occupational Health, is Board certified in Occupational and Environmental Medicine. The other physicians who specialize in Occupational Medicine include **Eric Ackerman, M.D.**, **Luci Kovacevic, M.D.**, **Thomas Thrall, M.D.**, and **Charles Pederson M.D.**

**Lora Nyburg, R.N.** is the Occupational Medicine Manager and primary contact for these services. As the Occupational Medicine Manager, Lora works with companies to find solutions for high accident rates and implements new services as the changing environment dictates. Lora brings to this position over 25 years experience in occupational health and a strong background in the workers' compensation system having worked as the Senior Rehabilitation Specialist and Senior Investigator for Liberty Northwest Insurance Company. She also administers bloodborne pathogen and Hepatitis B vaccinations and education programs. She oversees our medical surveillance programs and specialty examinations for businesses

**Teri Strong, PhD**, is the Director for DIRECTION for Employee Assistance. She completed a Ph.D. in Counseling Psychology from the University of Oregon in 1994. She has been licensed as a psychologist in the state of Oregon since 1996. Teri is a busy member of the Board of Directors of the Oregon Psychological Association, is active in the Lane County Psychologists Association and a charter member of the Oregon Pain Society.

## **Cascade Medical Associates**

Cascade Medical Associates is comprised of a group of twenty-one board certified physicians who provide urgent care, emergency, and occupational medicine services at McKenzie-Willamette Medical Center and at Cascade Health Solutions. Cascade Medical Associates has a physician on duty 24-hours a day, seven days a week.

Cascade Medical Associates pioneered McKenzie-Willamette Hospital's Occupational Health program in 1980 in collaboration with local business and industry. Providing board certified physicians in emergency and occupational medicine enables Cascade Medical Associates to give the highest quality care to the injured worker. Specialists and sub-specialists provide back-up in every major specialty. Cascade Medical physicians are committed to providing the employee with the highest quality of care and the employer with timely medical information and treatment plans that will return their employees back to work safely and as soon as possible. The physicians also assist the employers by providing release for work status reports, consultation on Workers' Compensation matters, participating in plant tours and supervisor orientations.

Emergency Department	541-726-4580
Cascade Health Solutions Clinic	541-228-3100

### **Cascade Medical Physicians:**

Richard M. Abraham, MD  
Eric A. Ackerman, MD  
Frank Arroyo, MD  
Ken Bates MD  
Mitchell I. Boriskin, F.N.P.  
Ann P. Bowers, MD, FACEP  
Benjamin J. Bronicel, M.D., FACEP  
Carol Crocker, FNP  
Desmond Crooks, MD, FACEP  
Lee W. Davidson, MD, FACEP  
Holly Jo Hodges, MD  
Harry Kleiner, DO  
Lisa Kovacevic, FNP  
Luci Kovacevic, MD, FABPM  
John Mackey, MD, FACEP  
Leif Meyers, MD  
Justin Montoya, MD  
Alexander Morley, MD, FACEP  
Charles L. Pederson, M.D. FACEP  
Ronald Rennick MD.  
Marc B. Schnapper, M.D., FACEP  
Cameron Scott, MD  
Howard Stein, DO  
Thomas M. Thrall, M.D.



**Chooch Vanis**, is the coordinator for MedExpress. Chooch supervises twelve Emergency Medical Technicians who deliver on-site first aid and transport injured workers to medical providers. Chooch is very committed to helping companies limit the overall financial impact of job related injuries.

**Travis Hoffman, OTR**, is a licensed Occupational Therapist and manager of the Workers Action Program. Travis has been an occupational therapist for over 10 years. His areas of specialization include work tolerance screenings, physical capacity evaluations, work hardening, ergonomic assessments, job site analyses, injury prevention presentations, and pre-placement testing.

**Sixteen Occupational Health Technicians** are on staff to collect required drug specimens. All of these staff members are dedicated exclusively to occupational medicine and collection and processing of specimens. This staff is experienced and stable with six out of the sixteen working in our Occupational Health Services between 5-10 years. You will find these technicians affable, dedicated, knowledgeable and committed to customer service.

**Eleven Certified Breath Alcohol Technicians** are on staff to conduct the breath alcohol tests. These staff members work in the occupational medicine department or are Emergency Medical Technicians on staff with our MedExpress Department.

## ACCESS TO SERVICES

We have one convenient location to service the needs of Lane County Department of Public Works. Our clinic is located at 2650 Suzanne Way, Suite 200, Eugene OR 97408 (just east of Costco off Chad Drive).

Our hours of operation are 7:00 a.m. – 6:00 p.m. Monday through Friday. We encourage scheduled appointments so that we are able to provide your employees with prompt service, but will strive to accommodate any need for last minute appointments. Same day appointments can usually be accommodated. In addition to our clinic location, many of our services can be delivered at Lane County Public Work facilities. These onsite services can be scheduled on a 24 hour basis in order to meet your needs.

Our physicians and emergency medical technicians are available 24 hours a day, seven days a week to treat injuries and for communication with your staff. The same physician group, Cascade Medical Associates, provides emergency care, urgent care, and injury treatment services through the Emergency Department at McKenzie-Willamette Medical Center. This provides tremendous consistency and quality which makes our program very unique. We have 24 hour per day backup and consulting services in every specialty and subspecialty.

## REFERENCES

We consider the clients we serve to be our partners in providing the highest quality, most cost effective healthcare for their employees and organization. In light of this, we believe the people best qualified to assess our level of service are the people we work with.

To fully evaluate our organization's ability to meet the occupational health needs of your company, we would appreciate it if you would take the time to review these references and to call any of the individuals on our reference list.

Company	Contact Person	Phone Number
City of Eugene	Myrnie Daut	541-682-5790
City of Springfield-Police	Sgt. John King	541-726-3718
City of Springfield	Greta Utrecht	541-726-3786
Custom Cylinder	Lynne Courtney	541-689-9111
Eugene School District 4J	Patrick Hughes	541-790-7672
Kendall Group	Rich Hazel	541-335-4066
KPD Insurance	Joyce Kostenbauer, R.N.	541-741-0550
Mid Valley Glass	Jane Quien	541-687-9112
Monaco Coach Corp.	Deanna Ota	541-681-8157
Pepsi Bottling Company	Lonna Meston	541-687-1564
Rosboro Lumber	Wes Anderson	541-736-2145
Seneca Sawmill	Rick Re	541-689-1011
Sherman Bros	Cindy Matchett	541-995-7751
Springfield School District	Cindi Howard	541-726-3203
States Industries	Kristee Newmann	541-688-7871
International Paper	Peggy Justice	541-741-5501

## REQUESTED SERVICES

### Alcohol Testing

The Department of Transportation requires breath alcohol testing on commercial license holders for post accident, reasonable suspicion, random, and return to duty. Follow-up testing is also required after a positive test. Breath testing for alcohol is done by one of our 11 certified breath alcohol technicians on an Alco Sensor IV (Intoximeter). This device is on the National Highway Traffic Safety Administration's conforming products list. Results of 0.02 or greater are followed by a second confirmation test using the same procedure as prescribed by the D.O.T. regulations. Results can be communicated to Lane County Department of Public Works via phone or fax. The employer copy of the breath alcohol testing form will be sent to Lane County Department of Public Works by mail.

### Drug Testing

The Department of Transportation requires drug testing for pre-employment, post accident, reasonable suspicion, random, and return to duty. Follow-up testing is required for the first 12 months after a positive test.

### Collection of Specimens

All urine specimens are collected utilizing standardized D.O.T. collection procedures. A urine specimen is collected, subdivided into two bottles and labeled as primary and split. The collector properly seals and labels the specimen, completes the chain of custody documents and prepares the specimens and accompanying paperwork for shipment to the certified lab. Our staff is knowledgeable and experienced, collecting over 1,200 specimens each month. Specimens are collected in an atmosphere of professionalism and respect for the individual. Complete confidentiality is always maintained.

### Analysis of Specimens

Once collected, specimens are sent directly to Legacy Metrolab which is certified for D.O.T. testing through the Department of Health and Human Services. The laboratory conducts drug tests for marijuana (THC metabolite), cocaine, amphetamines (including MDMA, MDA and MDEA), opiates (including heroin), and phencyclidine.

### **Blind Sampling**

The Department of Transportation requires all employers covered by their regulations to submit blind samples to the laboratories utilized to test their specimens. Our department automatically conducts blind sampling for lab integrity so this requirement for Lane County Department of Public Works would be met. These specimens are purchased specifically to analyze the accuracy of the lab analysis.

### **Communication of Results**

Understanding the importance of communicating results to Lane County Department of Public Works, our Medical Review Officer will always make a telephone call directly to the designated contact person at Lane County Department of Public Works. Results usually should be called within 24-48 hours of specimen collection. Occasionally results are available the same day in as short a time frame as eight hours. This verbal communication is followed by a written report that is mailed to Lane County Department of Public Works.

### **On-Site Substance Abuse Testing**

When your company is notified of the randomly selected workers for testing, arrangements would be made to either send these workers to our clinic or to schedule a block of time to do this at the worksite. If desired, urine specimens can be collected at the worksite by medics from MedExpress or with utilization of our Occupational Health Technicians. These staff members are knowledgeable and experienced in utilizing standardized collection procedures. Specimens would be collected in an atmosphere of respect for the individual and professionalism. Following the collection process, the specimens and accompanying paperwork would be transferred to Legacy MetroLab where the specimen would be analyzed for the D.O.T. drug panel.

### **C.D.L. Physicals**

C.D.L. Physicals are completed with the D.O.T. requirements for commercial driver's license holders and are performed by all of our Cascade Medical Physicians. In addition to a complete physical examination and health history, this exam includes testing vision for distance and color, hearing acuity, vital signs, height, weight, sleep apnea, and urine screen for diabetes, kidney disease, hepatitis and abnormal bleeding.

### **Blood Testing For Hepatitis Antibodies**

Occupational Health Services offers a comprehensive Hepatitis B vaccination program for employers. Our occupational health nurses are available to provide immunizations to employees who have not been previously immunized for Hepatitis B and also perform antibody testing for those who have been immunized. One of our occupational health nurses tracks vaccinations for individuals and we provide Hepatitis B surface antibody testing at the completion of the 3 shot series to verify immunity. In order to satisfy OSHA compliance, we issue proof of vaccination records for each individual. Nurses will come to each of the three Lane County facilities to do the initial testing or are available by appointment at our clinic.

### **Medical Review Officer (MRO)**

Our four medical review officers (MRO) are licensed physicians who have been specifically trained in substance abuse disorders. All drug test results are reviewed and interpreted by one of our MROs. If the laboratory reports a positive result, the MRO contacts the employee and conducts an interview to determine if there is an alternative medical explanation for the drugs found in the employee's urine specimen. The MRO will follow-up on any reasonable explanations to verify valid prescriptions that could cause a specimen to test positive. If necessary, the employee will be called in for a medical exam by the MRO. The MRO will then personally contact the designated representative from your company with the results of all drug tests.

### **Substance Abuse Professional Evaluations**

Currently, DIRECTION for Employee Assistance has a contract with Lane County to provide employee assistance services for its employees. DIRECTION for Employee Assistance is an integral part of Cascade Occupational Health Services. This results in a very coordinated, seamless approach for all occupational health services offered at Lane County Department of Public Works.

In the event that an employee of Lane County Department of Public Works tests positive for drugs or alcohol, a professional evaluation needs to be conducted to determine if an addiction problem exists. This evaluation needs to be conducted by a Substance Abuse Professional who meets the requirements of the Department of Transportation. Our Medical Review Officer would refer these employees to DIRECTION for Employee Assistance for a professional evaluation. Because both the MRO and the Substance Abuse Counselor are part of the same organization, it maximizes the coordination and communication while removing any potential obstacles to providing the best outcomes. The substance abuse evaluation would include:

- Full clinical interview utilizing standardized instruments with the employee
- Discussions with the MRO and the employee's supervisor
- Written report with recommendations
- Phone call to your company regarding the findings and recommendations
- Case management of the employee to facilitate recommended treatment and to monitor progress

If needed, DIRECTION is also available to assist Lane County Department of Public Works in developing or refining a clearly delineated policy on drugs and alcohol in the workplace.

Through our ongoing communication and partnership with DIRECTION, we are able to more fully offer a seamless continuum of care throughout all of our services in order to positively impact the health, safety, and quality of life of employees.

### Record Keeping

Cascade Occupational Health Services will maintain all records listed in 49CFR Part 40.83 of the D.O.T. regulations on behalf of Lane County Department of Public Works. Occupational Health Services will also maintain all non employer specific records listed in 49CFR Part 382.401 of the D.O.T. regulations.

### Insurance Coverage

Cascade Health Solutions currently has insurance coverage that meets the Lane County Department of Public Works requirements for this contract. If awarded the contract, we will gladly provide the necessary Certificates of Insurance that demonstrate this coverage.

### Subcontractors

Cascade Health Solutions contracts with Mary Stine, LLC. Mary is the random program consultant who operates random drug testing consortiums for our client companies. She has been responsible for drug and alcohol program administration since 1992. This includes random program and consortium management for over 500 D.O.T. and non D.O.T. employers.

Cascade Health Solutions contracts with Legacy MetroLab to process DOT drug screens. Legacy is Oregon's premier SAMHSA (formerly NIDA) certified reference laboratory located in Portland, Oregon. With 25 years of experience in providing emergency toxicology and comprehensive substance abuse testing services, Legacy provides routine and reference testing for clients statewide, including hospitals, medical centers, clinics and physicians.

Legacy MetroLab is also accredited by the College of American Pathologists for Forensic Urine Drug Testing. All samples tested at Legacy undergo stringent procedures to ensure the highest degree of accuracy and legal defensibility.

Legacy Metrolab is licensed by CLIA, number 38D0625165. The laboratory's CAP accreditation number is 24476-01 with a separate number for Forensic Drug Testing of 24476-09. The DHHS (SAMHSA/NIDA) certification for Legacy's laboratory is identification number 0149. All forensic drug testing is performed within their DHHS certified facility.

Cascade Health Solutions contracts with PeaceHealth Laboratories for non-DOT drug testing. OML is licensed by CLIA, number 38D626706. Their CAP certification number is 2451201-03. PeaceHealth Laboratories is a division of PeaceHealth Inc., a not-for-profit healthcare corporation with headquarters in Bellevue, Washington. PeaceHealth

Laboratories (formerly OML) was formed in 1986, combining the resources of Pathology Consultants' outreach laboratory with those of Sacred heart General Hospital's laboratory. The predecessor laboratories and their proprietors had served the testing requirements of the Willamette Valley for over 60 years, since 1932.

### **Pricing Of Services**

As an independent non-profit community organization, Cascade Health Solutions strives to offer very competitive services and pricing. All proceeds from the organization stay in the community in order to fulfill our mission of meeting the community's health needs.

When comparing the pricing of our occupational health services with other providers, we would encourage you to compare the added value service and outcomes for the quoted price. Examples of Cascade Health's added value service include:

- **Extended Hours**
- **24 Hour Physician Availability**
- **Easy Physician Access**
- **Quick Turnaround Time on Results**
- **Same Day Appointments**

We understand these features are very important, especially in a competitive job market.

Because we have comprehensive services that provide for the entire continuum of care and dedicated staff to focus on the delivering of occupational health services we have great success in preventing work-related injuries and illnesses as well as a system that facilitates a quick and easy return to work for injured workers. Our ability to lower incidence rates through prevention and to reduce indemnity costs through injury management is key to reducing costs. These outcomes have provided significant savings to our clients through reduced workers compensation and health costs.



Document #2  
Quote Sheet

This sheet prices the services over a four year contract period

<u>Service Required</u>		Contract Year	Contract Year	Contract Year	Contract Year
		2011	2012	2013	2014
		Each/Total	Each /Total	Each /Total	Each/Total
3.1-1.	Alcohol EBT	\$33.00/\$528.00	\$33.00/\$528.00	\$34.00/\$544.00	\$34.00/\$544.00
3.1-2.	Urine Specimen - DOT	\$62.00/\$9,610.00	\$62.00/\$9,610.00	\$64.50/\$9,975.50	\$64.50/\$9,975.50
3.1-3.	Urine Specimen - Methadone	\$34.75/\$1,042.50	\$36.00/\$1,080.00	\$36.00/\$1,080.00	\$37.50/\$1,125.00
3.1-4.	Location of facility	Eugene/Spfld	Eugene/Spfld	Eugene/Spfld	Eugene/Spfld
3.1-5.	Random DOT selection	\$9.00 /participant	\$10.50 /participant	\$ 11.00 /participant	\$11.50 /participant
3.1-6.	Workshop to train supervisors	No Charge	No Charge	No Charge	No Charge
3.1-7.	Employee Question & Answer Workshop	No Charge	No Charge	No Charge	No Charge
3.1-8.	Quarter Records Report	No Charge	No Charge	No Charge	No Charge
3.1-9.	Annual Records Report	No Charge	No Charge	No Charge	No Charge
3.2-1.	Urine Specimen Non-DOT	\$51.00/\$5,100.00	\$51.00/\$5,100.00	\$53.00/\$5,300.00	\$53.00/\$5,300.00
3.2-2.	Location of facility	Eugene/Spfld	Eugene/Spfld	Eugene/Spfld	Eugene/Spfld
3.3-1.	Random Methadone Selection	\$4.00/participant	\$4.50/participant	\$5.00/participant	\$5.50/participant
3.3-2.	Urine Specimen - Methadone	\$34.75/\$695.00	\$36.00/\$720.00	\$36.00/\$720.00	\$37.50/\$750.00

3.3-3.	Location of facility	Eugene/Spfld	Eugene/Spfld	Eugene/Spfld	Eugene/Spfld
3.3-4.	Quarter Records Report	No Charge	No Charge	No Charge	No Charge
3.3-5.	Annual Records Report	No Charge	No Charge	No Charge	No Charge
3.4-1.	CDL Physical	\$86.00/\$8,600.00	\$89.00/\$8,900.00	\$92.00/\$9,200.00	\$95.00/\$9,500.00
3.4-2.	Location of facility	Eugene/Spfld	Eugene/Spfld	Eugene/Spfld	Eugene/Spfld
3.5-2.	Substance Abuse Professional or EAP evaluation	Included at no cost as a DIRECTION client	Included at no cost as a DIRECTION client	Included at no cost as a DIRECTION client	Included at no cost as a DIRECTION client

**Item #3.1-5 and #3.3-1**

We price our random fees based on participants in the pool group – not based on how many tests are performed each year.

**Item #3.1-8, 3.1-9, 3.3-4, 3.3-5 and 3.5.2**

Included in Lane County's contract with DIRECTION for Employee Assistance

**Item #3.1-6 and 3.1-7**

No charge as long as DIRECTION remains Lane County's Employee Assistance Program.

**Document #2  
Quote Sheet**

**This sheet prices the services over a five year contract period**

<u>Service Required</u>		Contract Year 2015 Each/Total
3.1-1.	Alcohol EBT	\$35.00/560.00
3.1-2.	Urine Specimen - DOT	\$65.00/\$10,075.00
3.1-3.	Urine Specimen - Methadone	\$37.50/\$1,125.00
3.1-4.	Location of facility	Eugene/Spfld
3.1-5.	Random DOT selection	\$12.00 /participant
3.1-6.	Workshop to train supervisors	No Charge
3.1-7.	Employee Question & Answer Workshop	No Charge
3.1-8.	Quarter Records Report	No Charge
3.1-9.	Annual Records Report	No Charge
3.2-1.	Urine Specimen Non-DOT	\$ 54.00/\$5,400.00
3.2-2.	Location of facility	Eugene/Spfld
3.3-1.	Random Methadone Selection	\$6.00/participant
3.3-2.	Urine Specimen - Methadone	\$37.50/\$750.00

3.3-3.	Location of facility	Eugene/Spfld
3.3-4.	Quarter Records Report	No Charge
3.3-5.	Annual Records Report	No Charge
3.4-1.	CDL Physical	\$98.00/\$9,600.00
3.4-2.	Location of facility	Eugene/Spfld
3.5-2.	Substance Abuse Professional or EAP evaluation	Included at no cost as a DIRECTION client

**Item #3.1-5 and #3.3-1**

We price our random fees based on participants in the pool group – not based on how many tests are performed each year.

**Item #3.1-8, 3.1-9, 3.3-4, 3.3-5 and 3.5.2**

Included in Lane County's contract with DIRECTION for Employee Assistance

**Item #3.1-6 and 3.1-7**

No charge as long as DIRECTION remains Lane County's Employee Assistance Program.

**DOCUMENT #3  
PROFESSIONAL INFORMATION**

1. Identify drug testing laboratory Legacy MetroLab
2. Identify Medical Review Officer (MRO) Thomas Thrall, M.D.
3. Identify Substance Abuse Professional (SAP) DIRECTION for Employee Assistance
4. Number of staff available to perform alcohol testing (EBT) 11
5. Number of staff available to collect drug test specimens 16
6. Number of staff available to perform CDL physicals 6
7. Number of staff available to collect hepatitis antibody blood specimens at the job site 3
8. Maximum employee wait time for testing 30 minutes
9. Average employee wait time for testing 20 minutes
10. Maximum number of days between collecting sample and providing positive results to LCPW 3
11. Average number of days between collecting sample and providing negative results to LCPW 1
12. Maximum number of days between positive test result and Substance Abuse Professional evaluation for addiction 1 business day from the time Lane County calls to schedule an evaluation
13. Maximum number of days between end of quarter and providing report to LCPW 14
14. List any other subcontractors Mary Stine LLC  
Legacy MetroLab  
Peace Health Laboratories



# i3screen™

innovative | information | intelligence

*Proposal*

*An i3screen™ solution  
exclusively for*

***Lane County, Oregon  
Department of Public Works***

*Alcohol & Drug Testing Services*

November 24, 2010

9501 Northfield Boulevard, Denver, CO 80238

877.585.7366 • [www.i3screen.com](http://www.i3screen.com)



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**Appendix**

A) SAMHSA Certification / Current List of Laboratories Which Meet Minimum Standards to Engage in Urine Drug Testing for Federal Agencies, *Federal Register*, Vol. 75, No. 212, November 3, 2010



## 1.0 Description of Firm

i3screen is not a resident of the state of Oregon. i3screen, established in 2008 and based out of Denver, Colorado, provides customized, technologically advanced screening management solutions for clients in a wide variety of industries. We work with each customer to develop an in-depth understanding of their particular screening needs and compliance requirements.

Our comprehensive drug testing solutions provide our customers with:

- Total Visibility
- Increased Efficiency
- Expanded Access

### 1.1 Areas of Expertise

#### A) Advanced Screening Technology

i3screen provides employers with an intelligent digital platform that features:

- Configurable online dashboards and reporting
- Web-based scheduling and paperless drug testing
- Easily configurable functionality
- Total visibility of participant status throughout the testing process
- Advanced tools for monitoring program compliance with real-time status and automated reporting
- Simplified management of multiple programs with seamless integration capabilities

The i3screen system will provide Lane County with secure, web-based access to alcohol and drug test results with images of chain of custody and breath results, in real-time, from anywhere. Results are typically available within 24 hours of receipt of sample from the collection site that screened negative for all drugs, and 48-72 hours of receipt of samples from the collection site that screened positive for one or more drugs.

#### B) Integration with All Major Labs and Occupational Clinics

i3screen utilizes the largest network of paperless drug testing options in the industry to ensure unparalleled support in both regulated and non-regulated environments. We have longstanding





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partnerships with major laboratories including Laboratory Corporation of America (LabCorp), Quest Diagnostics, and MedTox.

**C) DOT Drug and Alcohol Testing**

i3screen has extensive experience with coordinating DOT testing programs, and our web-based system meets all U.S. DOT reporting requirements. The i3screen team continuously monitors changes in DOT regulations, including the recent changes that became effective on October 1, 2010, and implements updates accordingly.

**D) Non-DOT Drug and Alcohol Testing**

i3screen utilizes extensive experience with Non-DOT drug and alcohol testing program administration to ensure that programs operate efficiently and effectively. Our web-based system fully supports Non-DOT testing.

**E) Random Testing Program Administration**

i3screen is adept at coordinating random testing for both DOT and Non-DOT programs in a timely, efficient manner. Our system has the ability to create mathematically random selections, with flexible random selection methods.

**F) Medical Review Officer Services**

i3screen provides complete Medical Review Officer (MRO) services. Our dedicated, in-house Medical Review Officer team ensures the accuracy and integrity of both DOT and Non-DOT drug testing programs. We have five full time doctors on our team, led by Chief MRO David R. Nahin, M.D., who possesses over fifteen years of Medical Review Officer experience.

**G) Customer Support**

i3screen provides exceptionally responsive customer support. All of our processes, systems, and people are focused on our customers and how they do business.



## **1.2 Internal Resources of Expertise Available**

i3screen was founded by leading experts from the employment and occupational health screening and software industries to provide employers with a secure, visible, and convenient online connection to critical screening information. Our management team possesses over 85 years of experience in employment and occupational health screening.

i3screen provides DOT Compliant and Drug-Free Workplace Supervisor Reasonable Suspicion Testing training, as well as Employee Drug Education courses, Refresher and FAA Recurrent training. Courses are offered in a convenient online format and all training is based on a licensing system.

## **1.3 Professional Profiles of Key Staff**

i3screen President & COO Steve Gatt possesses over two decades of experience in the drug testing, healthcare, diagnostics, and software development industries. Previously, Gatt created the Digital Chain-of-Custody product for LexisNexis (formerly ChoicePoint), which utilizes digital technology to automate a paper-intensive process and for which there is a patent pending. Gatt also co-founded and created eScreen.com, a point-of-care medical device and drug testing solution that received FDA clearance and has received several patents.

i3screen Executive Vice President Michael Santos possesses over 19 years of experience in the employment screening industry. Santos has managed sales and marketing activities for the employment screening divisions of several large companies and developed a number of new products and solutions in response to the compliance and business needs of his customers.

i3screen Senior Vice President Dan DiThomas possesses over 20 years of experience in client and vendor relations management, plan execution, consulting, and process management. DiThomas previously served as a Product Manager for the Drug Testing & Occupational Screening division of ChoicePoint (now LexisNexis), where he led teams in the redesign of department processes and workflows to realize unprecedented cost savings.

i3screen Chief Medical Review Officer David R. Nahin, M.D. has been practicing medicine for over three decades, and possesses over fifteen years of Medical Review Officer experience. His certifications include the American Board of Emergency Medicine, the American Association of Medical Review Officers and the Medical Review Officer Certification Council.



**1.4 Locations of Facilities**

**A) Collection Sites**

i3screen will select and secure optimal collection sites and testing laboratories for Lane County. We review all collection facilities in the i3screen network to ensure that their collection personnel meet all DOT qualifications and that they use applicable procedures for urine specimen collection.

We propose utilizing the following third party facilities from our collection site network for the services listed:

Name	Address	Services Offered	Normal Hours of Operation
Cascade Occupational Health	2750 Suzanne Way #200, Eugene, OR 97408	DOT & Non-DOT Urine Drug Screens, Breath Alcohol Tests	M-F 7:00 am-7:00 pm
Chemical Testing Mobile Services	2025 W. 12 <sup>th</sup> Ave., Eugene, OR 97402	DOT & Non-DOT Urine Drug Screens	M-F 8:00 am-5:30 pm
Prime Med Urgentcare & Family Medical	1445 Gateway Blvd., Cottage Grove, OR 97424	DOT & Non-DOT Urine Drug Screens	M-F 9:00 am-5:00 pm

**B) Testing Laboratory**

i3screen will select the best possible testing laboratory for Lane County. All of our laboratory partners have been certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) to meet governmental requirements and i3screen's own high-quality standards.

For this project, we propose utilizing any Quest Diagnostics, Laboratory Corporation of America, or MedTox SAMHSA certified laboratory for urine specimen testing. Please see Appendix A for SAMHSA certification of these laboratories.



Lane County, Oregon  
Proposal 11.24.10

## 2.0 Documents #2 and #3

DOCUMENT #2  
 (complete and return)

QUOTE SHEET

Please indicate your firm's unit price and total price for each service. "Number required" are only estimates and County will not be obligated to use any service not required. This proposal includes several services that are the financial responsibility of the employee. Employees have the right to obtain those services from another provider. If you do not provide a specific service, then please state: Do not provide this service." If it is anticipated that item costs may change over the five years of the contract, please identify cost changes by year of contract.

Solicited Services	Cost Each	Est. Annual Number Required	Total Cost
<b>3.1 DOT Alcohol &amp; Drug Testing Program</b> (includes Medical Review Officer)			
1. Alcohol EBT (in contractor's facility)	\$ 33.00	16	\$ 528.00
2. Urine specimen (in contractor's facility) and DOT lab analysis for drugs - includes MRO Review	\$ 55.00	155	\$ 8,525.00
3. Urine specimen (in contractor's facility) and lab analysis for Methadone - includes MRO Review	\$ 33.00	30	\$ 990.00
4. Location of contractor facility(ies) for specimen collection	<input checked="" type="checkbox"/> Eugene/Springfield	<input type="checkbox"/> Florence	<input type="checkbox"/> Other
5. Random alcohol and drug test selection. (FMCSA/DOT Required) including notifying County of selected participants and test dates	\$ 2.50	100	\$ 250.00
6. Workshop to train supervisors in how to recognize alcohol misuse and drug abuse symptoms, signs and indicators. Two hours on alcohol misuse and two hours on drug abuse. One session during five (5) year contract.	\$ 1,000.00 + travel expenses at actual cost	1	\$ 1,000.00 + travel expenses at actual cost
7. Employee Question & Answer workshop. To include written material providing information on the effects of alcohol and drug use and treatment resources available in the community. Three (3) sessions during contract period.	Written material/ Employee Handbook: \$3.00/each \$ 1,000.00 + travel expenses at actual cost	1	Written material/ Employee Handbook: \$3.00 each \$ 1,000.00 + travel expenses at actual cost
8. Quarterly records report to LC PW (1 copy)	\$ n/c	4	\$ 0
9. Annual records report to LC PW (1 copy)	\$ n/c	1	\$ 0

**3.2 Non-DOT Alcohol & Drug Testing**  
 (includes Medical Review Officer)

1. Urine specimen (in contractor's facility) and Non-DOT lab analysis for drugs - includes MRO Review \$ 45.00 \_\_\_\_\_ 100 \_\_\_\_\_ \$ 4,500.00
2. Location of contractor facility(ies) for specimen collection  Eugene/Springfield \_\_\_\_\_ Florence \_\_\_\_\_ Other \_\_\_\_\_

**3.3 Methadone-Only Drug Testing**  
 (Includes Medical Review Officer)

1. Random Methadone drug test selection, including notifying County of selected participants and test dates \$ 2.50 \_\_\_\_\_ 20 \_\_\_\_\_ \$ 50.00
- Urine specimen (in contractor's facility) and Methadone-only lab analysis for drugs - includes MRO Review \$ 33.00 \_\_\_\_\_ 20 \_\_\_\_\_ \$ 660.00
2. Location of contractor facility(ies) for specimen collection  Eugene/Springfield \_\_\_\_\_ Florence \_\_\_\_\_ Other \_\_\_\_\_
3. Quarterly records report to LC PW (1 copy) \$ n/e \_\_\_\_\_ 4 \_\_\_\_\_ \$ 0
4. Annual records report to LC PW (1 copy) \$ n/e \_\_\_\_\_ 1 \_\_\_\_\_ \$ 0

**3.4 CDL Physicals**

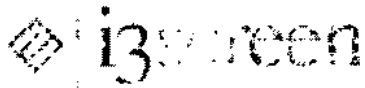
1. CDL Physical \$ \_\_\_\_\_ Do not provide this service \_\_\_\_\_ 100 \_\_\_\_\_ \$ \_\_\_\_\_
2. Location of contractor facility(ies) for CDL physicals \_\_\_\_\_ Eugene/Springfield \_\_\_\_\_ Florence \_\_\_\_\_ Other \_\_\_\_\_

**3.5 Substance Abuse Professional/Employee Assistance Professional Evaluations**

2. Substance Abuse Professional or Employee Assistance Professional evaluation \$ \_\_\_\_\_ Do not provide this service \_\_\_\_\_ 2 \_\_\_\_\_ \$ \_\_\_\_\_

DOCUMENT #3  
PROFESSIONAL INFORMATION

1. Identify drug testing laboratory Med Tax, Quest Diagnostics, or Lab Corp
2. Identify Medical Review Officer (MRO) David R. Nabin, M.D.
3. Identify Substance Abuse Professional (SAP) n/a
4. Number of staff available to perform alcohol testing (EBT) To Be Determined by Collection site
5. Number of staff available to collect drug test specimens To Be Determined by Collection Site
6. Number of staff available to perform CDL physicals n/a
7. Number of staff available to collect hepatitis antibody blood specimens at the job site n/a
8. Maximum employee wait time for testing To Be Determined by Collection Site
9. Average employee wait time for testing Less than 30 minutes
10. Maximum number of days between collecting sample and providing positive results to LCPW 3
11. Average number of days between collecting sample and providing negative results to LCPW 1
12. Maximum number of days between positive test result and Substance Abuse Professional evaluation for addiction n/a
13. Maximum number of days between end of quarter and providing report to LCPW 10 business days
14. List any other subcontractors Third party collection sites listed in Section 1.4)A



### 3.0 Professional Profiles of Subcontractors

i3screen intends to subcontract specimen collection services from the providers listed in Section 1.41A above. i3screen intends to subcontract laboratory testing services from one of our laboratory partners, which include:

- **Laboratory Corporation of America**

Laboratory Corporation of America (LabCorp), founded in 1971, is one of the world's largest clinical laboratories. In 1988, LabCorp became one of the first ten laboratories to be certified by the National Institute on Drug Abuse (NIDA), now the National Laboratory Certification Program.

- **MedTox**

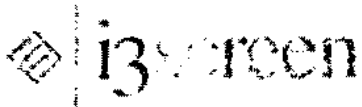
MedTox is a full-service laboratory that has been providing comprehensive testing services for 25 years, and continues to serve as a premier leader in the employment drug testing industry. In 1988, MedTox became one of the first ten laboratories to be certified by the National Institute on Drug Abuse (NIDA).

- **Quest Diagnostics**

Quest Diagnostics is a world-leading provider of diagnostic testing, information, and services, performing over 8.5 million drug tests each year. Quest offers a comprehensive range of laboratory and on-site drug tests, services, and programs and operates four SAMHSA certified laboratories.

Please see Appendix A for SAMHSA certification of these laboratories.





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#### **4.0 Additional Pertinent Information**

i3screen can provide maximum value to the Lane County Department of Public Works by developing and delivering a customized screening solution that incorporates the following:

- Selection of the laboratory service provider(s) most beneficial to the County
- Professional, high quality Medical Review Officer services from an in-house team with over 60 years of combined industry experience
- Convenient access to results from secure web-based system
- Effective Random Testing administration for both DOT and Non-DOT testing programs that incorporates industry best practices

We appreciate the opportunity to serve as your trusted screening partner and help to achieve a productive and stable work environment for all Lane County employees.

Please contact Michael Santos, Executive Vice President, at 843-388-0073 (office) or 678-776-4357 (mobile) if you have any questions.

noted, nonbanking activities will be conducted throughout the United States.

Unless otherwise noted, comments regarding each of these applications must be received at the Reserve Bank indicated or the offices of the Board of Governors not later than November 26, 2010.

**A. Federal Reserve Bank of Chicago** (Collette A. Fried, Assistant Vice President) 230 South LaSalle Street, Chicago, Illinois 60690-1414:

1. *Peoples Bancorp, Inc.*, Prairie du Chien, Wisconsin; to acquire 100 percent of the voting shares of Woodhouse & Hartley Bank, Bloomington, Wisconsin.

**B. Federal Reserve Bank of Kansas** (City (Dennis Donnoy, Assistant Vice President) 1 Memorial Drive, Kansas City, Missouri 64108-0001):

1. *Exchange Bancorp of Missouri, Inc.*, Fayette, Missouri; to become a bank holding company by acquiring 100 percent of the voting shares of Exchange Bank of Missouri, Fayette, Missouri.

Board of Governors of the Federal Reserve System, October 28, 2010.

Robert deV. Frierson,

Deputy Secretary of the Board.

FR Doc. 2010-2764 Filed 11-2-10; 8:45 am

BILLING CODE 3210-01-P

## FEDERAL MARITIME COMMISSION

### Notice of Agreements Filed

The Commission hereby gives notice of the filing of the following agreements under the Shipping Act of 1918. Interested parties may submit comments on the agreements to the Secretary, Federal Maritime Commission, Washington, DC 20573, within ten days of the date this notice appears in the Federal Register. Copies of the agreements are available through the Commission's Web site (<http://www.fmc.gov>) or by contacting the Office of Agreements at (202) 523-5793 or [fmlecanalysis@fmc.gov](mailto:fmlecanalysis@fmc.gov).

**Agreement No.:** 001941-003.

**Title:** Baltimore Marine Terminal Association.

**Parties:** Ports Baltimore, Inc.; Maryland International Terminals, Inc.; Mid-Atlantic Terminal LLC; Corex Marine Terminals, Inc.; Terman Terminals, Inc. and Ports America Chesapeake, Inc.

**Filing Party:** Joanna Zawitowski, Esq.; Baltimore Marine Terminal Association; 25 South Charles Street, Suite 1400, Baltimore, MD 21201.

**Synopsis:** The amendment restates the agreement and identifies the current members of the BTMA.

**Agreement No.:** 011435-014.

**Title:** APL/MILAC Space Charter Agreement.

**Parties:** American President Lines, Ltd.; APL Co. (Pte) Ltd.; and Hapag-Lloyd AG.

**Filing Party:** Wayne R. Rohde, Esq.; Cozen O'Connor; 1627 I Street, NW., Suite 1100, Washington, DC 20001.

**Synopsis:** The amendment updates the corporate address for APL.

**Agreement No.:** 011741-015.

**Title:** U.S. Pacific Coast-Oceania Agreement.

**Parties:** ANL Singapore PTE Ltd.; A.P. Moller-Maersk A/S; CMA CGM S.A.; Hamburg-Süd; and Hapag-Lloyd AG.

**Filing Party:** Wayne R. Rohde, Esq.; Cozen O'Connor; 1627 I Street, NW., Suite 1100, Washington, DC 20001.

**Synopsis:** The amendment increases the amount of space CMA CGM is allotted from Pacific Northwest ports.

**Agreement No.:** 012077-001.

**Title:** APL/Maersk Line Reciprocal Space Charter Agreement.

**Parties:** American President Lines, Ltd.; APL Co. (Pte) Ltd.; and A.P. Moller Maersk A/S.

**Filing Party:** Eric C. Jeffrey, Esq.; Counsel for APL; Goodwin Procter LLP; 901 New York Avenue, NW., Washington, DC 20001.

**Synopsis:** The amendment updates the corporate addresses of American President Lines, Ltd. and APL Co. (Pte) Ltd.

**Agreement No.:** 012108.

**Title:** The World Liner Data Agreement.

**Parties:** A.P. Moller-Maersk A/S; CMA CGM S.A.; Compania Chilena de Navegacion Interocceanica S.A.; Hamburg-Süd; Hapag-Lloyd AG; Orient Overseas Container Line Ltd.; and United Arab Shipping Company S.A.C.

**Filing Party:** Wayne Rohde, Esq.; Cozen O'Connor; 627 I Street, NW., Suite 1100, Washington, DC 20006.

**Synopsis:** The pending agreement has been changed to include CMA and Orient Overseas Container Line Ltd as parties to the Agreement.

**Agreement No.:** 201209.

**Title:** Marine Terminal Lease and Operating Agreement Between Broward County and Seafreight Agencies (USA), Inc.

**Parties:** Broward County and Seafreight Agencies (USA), Inc.  
**Filing Party:** Candace J. Running; Broward County Board of County Commissioners; Office of the County Attorney; 1650 Eller Drive, Suite 902, Fort Lauderdale, FL 33316.

**Synopsis:** The agreement provides for the lease and operation of terminal facilities at Port Everglades in Broward County, Florida.

By Order of the Federal Maritime Commission.

Dated: October 29, 2010.

Karen V. Gregory,  
Secretary.

FR Doc. 2010-2777 Filed 11-2-10; 8:45 am

BILLING CODE P

## DEPARTMENT OF HEALTH AND HUMAN SERVICES

### Substance Abuse and Mental Health Services Administration

#### Current List of Laboratories and Instrumented Initial Testing Facilities Which Meet Minimum Standards To Engage in Urine Drug Testing for Federal Agencies

**AGENCY:** Substance Abuse and Mental Health Services Administration, HHS.  
**ACTION:** Notice.

**SUMMARY:** The Department of Health and Human Services (HHS) notifies Federal agencies of the Laboratories and Instrumented Initial Testing Facilities (IITF) currently certified to meet the standards of the Mandatory Guidelines for Federal Workplace Drug Testing Programs (Mandatory Guidelines). The Mandatory Guidelines were first published in the Federal Register on April 11, 1988 (53 FR 11970), and subsequently revised in the Federal Register on June 9, 1994 (59 FR 29908); September 30, 1997 (62 FR 51118); April 13, 2004 (69 FR 19644); November 25, 2006 (73 FR 71858); December 10, 2008 (73 FR 75122); and on April 30, 2010 (75 FR 22809).

A notice listing all currently certified Laboratories and Instrumented Initial Testing Facilities (IITF) is published in the Federal Register during the first week of each month. If any Laboratory/IITF's certification is suspended or revoked, the Laboratory/IITF will be omitted from subsequent lists until such time as it is restored to full certification under the Mandatory Guidelines.

If any Laboratory/IITF has withdrawn from the HHS National Laboratory Certification Program (NLCP) during the past month, it will be listed at the end and will be omitted from the monthly listing thereafter.

This notice is also available on the Internet at <http://www.workplace.samhsa.gov> and <http://www.drugfree-workplace.gov>.

**FOR FURTHER INFORMATION CONTACT:** Mrs. Giselle Hersh, Division of Workplace Programs, SAMHSA/CSAP, Room 2-1042, One Choke Cherry Road, Rockville, Maryland 20857; 240-276-2600 (voice), 240-276-2610 (fax).

**SUPPLEMENTARY INFORMATION:** The Mandatory Guidelines were initially developed in accordance with Executive Order 12564 and section 503 of Public Law 100-71. The "Mandatory Guidelines for Federal Workplace Drug Testing Programs," as amended in the revisions listed above, requires (or set) strict standards that Laboratories and Instrumented Initial Testing Facilities (IITF) must meet in order to conduct drug and specimen validity tests on urine specimens for Federal agencies.

To become certified, an applicant Laboratory/IITF must undergo three rounds of performance testing plus an on-site inspection. To maintain that certification, a Laboratory/IITF must participate in a quarterly performance testing program plus undergo periodic, on-site inspections.

Laboratories and Instrumented Initial Testing Facilities (IITF) in the applicant stage of certification are not to be considered as meeting the minimum requirements described in the HHS Mandatory Guidelines. A Laboratory/IITF must have its letter of certification from HHS/SAMHSA (formerly: HHS/NIDA) which attests that it has met minimum standards.

In accordance with the Mandatory Guidelines dated November 25, 2008 (73 FR 71858), the following Laboratories and Instrumented Initial Testing Facilities (IITF) meet the minimum standards to conduct drug and specimen validity tests on urine specimens:

**Instrumented Initial Testing Facilities (IITF):**

None.

**Laboratories:**

AQL Laboratories, 8901 W. Lincoln Ave., West Allis, WI 53227, 414-320-7840/800-877-7016 (Formerly: Bayshore Clinical Laboratory).

ACM Medical Laboratory, Inc., 160 Elmgrove Park, Rochester, NY 14624, 585-429-2264.

Advanced Toxicology Network, 3560 Air Center Cove, Suite 101, Memphis, TN 38118, 901-794-5770/888-290-1150.

Aegis Analytical Laboratories, 345 Hill Ave., Nashville, TN 37210, 615-255-2400 (Formerly: Aegis Sciences Corporation, Aegis Analytical Laboratories, Inc.).

Alere Toxicology Services, 1111 Newton St., Creola, LA 70053, 504-361-8989/800-433-3823 (Formerly: Kroll Laboratory Specialists, Inc., Laboratory Specialists, Inc.).

Alere Toxicology Services, 450 Southlake Blvd., Richmond, VA 23230, 804-378-9139 (Formerly: Kroll

Laboratory Specialists, Inc., Scientific Testing Laboratories, Inc.; Kroll Scientific Testing Laboratories, Inc.).

Baptist Medical Center-Toxicology Laboratory, 11401 I-301, Little Rock, AR 72209-7058, 501-202-2763 (Formerly: Forensic Toxicology Laboratory Baptist Medical Center).

Clinical Reference Lab, 8433 Quivira Road, Lenexa, KS 66215-2802, 800-445-6917.

Doctors Laboratory, Inc., 2906 Julia Drive, Valdosta, GA 31602, 229-671-2281.

DrugScan, Inc. P.O. Box 2060, 1119 Mearns Road, Warminster, PA 18974, 215-674-9310.

DynaLIFE Dx, 10150-102 St., Suite 200, Edmonton, Alberta, Canada T6J 5E2, 780-451-3702/800-461-0876 (Formerly: Dynacare Kasper Medical Laboratories).

ElSohly Laboratories, Inc., 5 Industrial Park Drive, Oxford, MS 38855, 662-236-2699.

Gamma-Dynacare Medical Laboratories, A Division of the Gamma-Dynacare Laboratory Partnership, 245 Pall Mall Street, London, ONT, Canada N6A 1P4, 519-679-1630.

Laboratory Corporation of America Holdings, 7207 N. Gessner Road, Houston, TX 77040, 713-856-8288/800-800-2387.

Laboratory Corporation of America Holdings, 60 First Ave., Raritan, NJ 08869, 908-526-2400/800-437-4988 (Formerly: Roche Biomedical Laboratories, Inc.).

Laboratory Corporation of America Holdings, 1904 Alexander Drive, Research Triangle Park, NC 27709, 919-572-4900/800-833-3884 (Formerly: LabCorp Occupational Testing Services, Inc.; CompuChem Laboratories, Inc.; A Subsidiary of Roche Biomedical Laboratories, Inc.; A Member of the Roche Group).

Laboratory Corporation of America Holdings, 1120 Main Street, Southaven, MS 38671, 666-827-8042/800-233-6339 (Formerly: LabCorp Occupational Testing Services, Inc.; MedExpress National Laboratory Center).

LabOne, Inc. n/a/a Quest Diagnostics, 10101 Renner Blvd., Lenexa, KS 66219, 913-888-3027/800-873-8845 (Formerly: Quest Diagnostics Incorporated; LabOne, Inc.; Center for Laboratory Services, a Division of LabOne, Inc.).

Maxxim Analytics, 6740 Campbell Road, Mississauga, ON, Canada L5N 2L1, 905-817-5700 (Formerly: Maxxim Analytics Inc., NOVAMANN (Ontario), Inc.).

MedTox Laboratories, Inc., 402 W. County Road D, St. Paul, MN 55112, 651-636-7466/800-832-3244.

MetroLab-Legacy Laboratory Services, 1225 NE 2nd Ave., Portland, OR 97232, 503-413-5295/800-950-5295.

Minneapolis Veterans Affairs Medical Center, Forensic Toxicology Laboratory, 1 Veterans Drive, Minneapolis, MN 55417, 612-725-2088.

National Toxicology Laboratories, Inc., 4160 California Ave., Bakersfield, CA 93304, 801-322-4250/800-350-3515.

Ono Source Toxicology Laboratory, Inc., 1213 Geneva-Ked Bluff, Pasadena, TX 77504, 866-247-3774 (Formerly: University of Texas Medical Branch, Clinical Chemistry Division; UTMB Pathology-Toxicology Laboratory).

Pacific Toxicology Laboratories, 8348 DoSola Ave., Chatsworth, CA 91311, 800-328-0942 (Formerly: Continaha Hospital Airport Toxicology Laboratory).

Pathology Associates Medical Laboratories, 110 West Cliff Dr., Spokane, WA 99204, 509-755-8901/800-541-7801x7.

Pharmatech, Inc., 10151 Barnes Canyon Road, San Diego, CA 92121, 858-643-5555.

Quest Diagnostics Incorporated, 1777 Montreal Circle, Tucker, GA 30084, 800-729-6432 (Formerly: SmithKline Beecham Clinical Laboratories; SmithKline Bio-Science Laboratories).

Quest Diagnostics Incorporated, 400 Egypt Road, Norristown, PA 19403, 610-631-4600/877-642-2216 (Formerly: SmithKline Beecham Clinical Laboratories; SmithKline Bio-Science Laboratories).

Quest Diagnostics Incorporated, 8401 Fallbrook Ave., West Hills, CA 91304, 800-877-2520 (Formerly: SmithKline Beecham Clinical Laboratories).

S.F.D. Medical Laboratories, 5601 Office Blvd., Albuquerque, NM 87109, 505-727-0300/800-999-5227.

South Bend Medical Foundation, Inc., 530 N. Lafayette Blvd., South Bend, IN 46801, 574-234-4176 x1276.

Southwest Laboratories, 4025 E. Cotton Center Boulevard, Suite 177, Phoenix, AZ 85040, 602-438-8507/800-279-0027.

St. Anthony Hospital Toxicology Laboratory, 1000 N. Lee St., Oklahoma City, OK 73101, 405-272-7052.

Sterling Reference Laboratories, 2617 East I. Street, Tacoma, Washington 98421, 800-442-0438.

Toxicology & Drug Monitoring Laboratory, University of Missouri Hospital & Clinics, 301 Business Loop 70 West, Suite 208, Columbia, MO 65203, 573-882-1273.