

W.3.E.4

BOARD COVER MEMO

DATE: December 12, 2007

TO: Board of County Commissioners

DEPT.: Public Works

PRESENTED BY: Howard Schussler, Assistant Public Works Director

ITEM TITLE: IN THE MATTER OF AWARDING A THREE-YEAR REQUIREMENTS CONTRACT TO CASCADE HEALTH SOLUTIONS FOR THE PURCHASE OF ALCOHOL AND DRUG TESTING, CDL PHYSICALS, MEDICAL REVIEW, AND RELATED MISCELLANEOUS SERVICES AND AUTHORIZING THE COUNTY ADMINISTRATOR TO SIGN THE CONTRACT

I. MOTION

Move to award a three-year requirements contract to Cascade Health Solutions for the purchase of alcohol and drug testing, CDL physicals, medical review officer, and related miscellaneous services and authorizing the County Administrator to sign the contract.

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 (CDL). 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 one response was received by Public Works. This response was scored in accordance with the RFP and the proposal was 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 1990's 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, drivers licenses; 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 require CDLs for operation.

The most recent contract for these services was approved by the Board of County Commissioners on December 15, 2004 and signed by the County Administrator on January 5, 2005. The current contract will expire on December 31, 2007.

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 these services have risen an average of 20% - 25% since the previous contract in 2005. The current proposal calls for total annual cost increases of 4% which should control costs better than over the previous three-year period.

The following chart displays total estimated annualized costs for each service.

Required Service	Contract Year 2008	Contract Year 2009	Contract Year 2010
Breath Alcohol Test	\$504	\$520	\$536
Drug Test -- DOT	\$9,183.75	\$9,532.50	\$9,881.25
Drug Test - methadone	\$967.50	\$1,005.00	\$1,042.50

CDL Physical	\$7,700	\$8,000	\$8,300
Hepatitis B shot	\$2,130	\$2,190	\$2,250
Random DOT Select	\$1,050	\$1,200	\$1,350
Methadone Select	\$320	\$480	\$640
SAP Eval	*no charge	*no charge	*no charge
Reports & Training	*no charge	*no charge	*no charge

* Included at no cost as a DIRECTION client

The expected total annual costs for these services under this proposal are forecast to be less than \$25,000. 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 October 28 and November 4, 2007, Public Works placed a legal advertisement in the Register-Guard for requests for proposal for providers of alcohol and drug testing, CDL physicals, medical review officer, and related miscellaneous services. On October 29 and November 5, 2007, Public Works placed a legal advertisement in the Daily Journal of Commerce for requests for proposals. The sole response to the RFP was received from Cascade Health Solutions. The proposal was reviewed and scored by a selection committee. The proposal met all requirements. The Director of Public Works has recommended that the proposal be accepted and a contract awarded to Cascade Health Solutions.

F. Alternatives/Options – Future Policy Considerations

1. Award a three-year requirements contract to Cascade Health Solutions 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 contract.

2. Do not support awarding the contract to Cascade Health Solutions and/or authorize the County Administrator to sign the contract. 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 on January 1, 2008.

V. RECOMMENDATION

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

VI. FOLLOW-UP

None required.

VII. ATTACHMENTS

Professional Services Contract and exhibits

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 Cascade Health Solutions 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 Alcohol and Drug Testing, CDL Physicals, Medical Review Officer, and related Miscellaneous Services for County as stated in the "Request for Professional Services, Alcohol and Drug Testing and CDL Physicals, Contract No. DA 07/08-04", attached and incorporated by this reference as Exhibit A, and as further described in Contractor's "Lane County Public Works Request for Professional Services" dated November 15, 2007, 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 fee as set forth in the "Cost Proposal for Lane County", attached and incorporated by this reference as Exhibit C.

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, 2008 through December 31, 2010.

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.

LANE COUNTY, OREGON

DATE: _____

BY: _____
William A. Van Vactor
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 PROFESSIONAL SERVICES

ALCOHOL AND DRUG TESTING

AND CDL PHYSICALS

Contract No. DA 07/08-04

SUBMITTAL DATE: 4:00 PM, THURSDAY, NOVEMBER 15, 2007

Please Submit To:

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

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REQUEST FOR PROFESSIONAL SERVICES

1.0 Invitation to Propose

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. This is a competitive quote process pursuant to Lane Manual 21.118(1)(b) 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., Thursday, November 15, 2007.

Provider's Name, Address, Title of Request for Professional Services, and due date 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 Request for Professional Services 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 successful firm.

3.0 Required Services

The following services are solicited by Lane County Department of Public Works (LCPW). It is the Department's desire to receive these services through a single contract.

Qualified Personnel and Equipment to Perform the Following Services:

ITEM:

3.1 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

3.2 Drug Testing

3.2.1 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

3.2.2 Methadone Only

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)

Post Accident

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

3.2.3 Sample Collection Locations

Sample collection availability in Eugene/Springfield area is required and Florence is desirable.

3.3 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.

3.4 Blood Testing for Hepatitis Antibodies

Annual test. Blood specimen collection shall be conducted at three Lane County facilities:

Glenwood Central Receiving Station – Glenwood
Short Mountain Landfill – Goshen
Florence Central Receiving Station – Florence

Any employee not available on the collection day shall report to contractor's facility on another day.

3.5 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

3.6 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.

3.7 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.

3.8 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.

3.9 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

4.0 Evaluation Criteria

Proposals will be evaluated using the following matrix:

• overall cost of services (Document #2)	30 points
• professional qualifications of staff	30
• professional qualifications of subcontractors	20
• convenience (proximity) of specimen collection site(s)	20
• convenience (proximity) of CDL physical site(s)	20
• evaluation of Document #3 content	40
• interview (optional - may or may not be conducted as determined by County)	<u>20</u>
Points possible	160

Selection Committee

Proposals will be evaluated by a three-person selection committee. Committee members are the Assistant Public Works Director, Public Works Human Resources Coordinator, and President of the Public Works Association Local 626 bargaining unit. The top two rated firms may be interviewed by the committee.

5.0 Information to be Submitted to Lane County

Please submit three (3) 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 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., Thursday, November 15, 2007

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

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 Professional Services
3. Not to award a contract for the requested services
4. To waive any irregularities or informalities in any proposal

5. To accept the proposal 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 Professional Services, the proposal of any other Proposer in the event that a contract cannot be negotiated with the selected Proposer.

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 that results from this Request for Professional Services (RFPS) will cover the time period from January 1, 2008 through December 31, 2010. The need for services pursuant to this RFPS will be determined solely by Lane County. This is not an exclusive contract. Lane County may elect to solicit for and use another consultant or consultants concurrently with this contract.

APPENDIX A

Request for Professional Services
Alcohol, Drug Testing and Physicals
October 18, 2007

**LANE COUNTY
INVITATION FOR BID
PUBLIC NOTICE**

REQUEST 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. This is a competitive selection quote process pursuant to Lane Manual 21.118(1)(b) using all evaluation criteria, but not limited to cost, as identified in the packet 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., Thursday, November 15, 2007.

Provider's Name, Address, Title of Request for Professional Services, and Due Date, 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

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

Completed Request for Professional Services 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.

<u>Service Required</u>	<u>Cost Each</u>	<u>Est. Annual Number Required</u>	<u>Total Cost</u>
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	\$ _____
3a. Location of contractor facility(ies) for specimen collection	___ Eugene/Springfield	___ Florence	___ Other
4. CDL Physical	\$ _____	100	\$ _____
4a. Location of contractor facility(ies) for CDL physicals	___ Eugene/Springfield	___ Florence	___ Other
5. Job-site hepatitis antibodies blood specimen collection and lab analysis	\$ _____	30	\$ _____
6. Random alcohol and drug test selection, (FMCSA Required) including notifying County of selected participants and test dates	\$ _____	100	\$ _____
7. Random Methadone drug test selection, including notifying County of selected participants and test dates	\$ _____	20	\$ _____
8. Substance Abuse Professional or Employee Assistance Professional evaluation	\$ _____	2	\$ _____
9. Quarterly records report to LC PW (1 copy)	\$ _____	4	\$ _____
10. Annual records report to LC PW (1 copy)	\$ _____	1	\$ _____

Request for Professional Services
Alcohol, Drug Testing and Physicals
October 18, 2007

11. 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 three (3) year contract. \$ _____ 1 \$ _____

12. 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 \$ _____

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 _____

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 Employes 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.

LANE COUNTY, OREGON

DATE: _____

BY: _____
William A. Van Vactor
County Administrator

CONTRACTOR

DATE: _____

BY: _____

Title: _____

Address: _____

Request for Professional Services
Alcohol, Drug Testing and Physicals
October 18, 2007

Business ID No.: _____

APPROVED AS TO FORM

Date _____ Lane County

LANE COUNTY OFFICE OF LEGAL COUNSEL

Insurance Coverages Required

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:

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

COVERAGES

LIMITS

☐ Explosion & Collapse

☒ \$1 million per occurrence

☐ Underground Hazard

☐ Limits of the Oregon Tort
Claims Act (ORS 30.370),
present limits \$500,000
per occurrence

☐ Products/Completed Operations

☐ Contractual Liability

☐ Other

☐ Broad Form Property Damage

☐ 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.

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

LIMITS

☒ \$1 million per occurrence

☐ Not less than the limits of the Oregon Tort Claims
Act (ORS 30.270) presently at \$500,000 per occurrence

☐ Other

- ☒ **PROFESSIONAL LIABILITY** insurance – with limits not less than \$ 1 million _____

- ☒ **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.

- ☒ **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 \$ _____.

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October 18, 2007

____ **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 who 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.

(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.

(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

Request for Professional Services
Alcohol, Drug Testing and Physicals
October 18, 2007

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)

2650 Suzanne Way
Suite 200
Eugene, OR 97408

p (541) 228-3000
f (541) 228-3180

November 13, 2007

Howard Schussler, Assistant Public Works Director
Lane County Department of Public Works
3040 North Delta Highway
Eugene, Oregon 97409

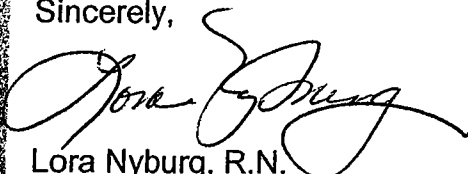
Dear Mr. Schussler:

Thank you for providing us the opportunity to respond to your Request for Professional Services. Enclosed please find the original and three complete copies of our response to your proposal. It has been a privilege to be your contract provider for these services over the past nine years and we hope to continue our positive relationship with you. We've also included within the proposal a spreadsheet which will list the prices for each subsequent contract year for your convenience.

Cascade Health Solutions and Cascade Medical Associates have worked closely with employers in Lane County for over 27 years providing injury treatment and rehabilitation, pre-placement and injury prevention services, drug and alcohol testing, wellness, education, and employee assistance services. Our emphasis on quality, prompt and personal service has allowed us to grow into one of the most comprehensive programs in the Pacific Northwest. We are proud to serve more than 4,000 businesses. Our strong commitment to our business community is testimony to our success.

We are committed to being responsive to the needs of Lane County Department of Public Works and look forward to the opportunity to continue providing our comprehensive services in an open and collaborative manner to your organization. Please don't hesitate to call any of our Occupational Health Team listed on the following pages for any additional information you might need.

Sincerely,



Lora Nyburg, R.N.
Employer Relations Coordinator
Cascade Health Solutions

Divisions

Home Health & Hospital
Lifeline

Occupational Health
Occupational Medicine
Medicine

Workers' Compensation
DIRECTION

Employee Assistance
Behavioral Health

Chronic Care Programs
Cocaine Testing

Drug Testing
Employee Assistance

Employee Assistance
Employee Assistance

Employee Assistance
Employee Assistance

Employee Assistance
Employee Assistance

Employee Assistance
Employee Assistance

Employee Assistance
Employee Assistance

Employee Assistance
Employee Assistance

LANE COUNTY PUBLIC WORKS
REQUEST FOR PROFESSIONAL SERVICES

November 15, 2007

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 Medical Associates

Cascade Medical Associates is comprised of a group of seventeen 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 through the physicians of McKenzie Health Care. 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	726-4580
Cascade Health Solutions Clinic	228-3100

Cascade Medical Physicians:

Richard M. Abraham, MD, DABMP
Eric A. Ackerman, MD, DABPM
Mitchell I. Boriskin, F.N.P.
Ann P. Bowers, MD, FACEP
Benjamin J. Bronicel, M.D., FACEP
Desmond Crooks, MD, FACEP
Lee W. Davidson, MD, FACEP
Tami Gerstner, MD
Robert D. Graham, M.D., FACEP
Luci Kovacevic, MD
Rick Lindquist, MD, DABFP
John Mackey, MD, FACEP
Alexander Morley, MD, FACEP
Charles L. Pederson, M.D.; F.A.C.P.M.
Marc B. Schnapper, M.D., FACEP
Thomas M. Thrall, M.D.
Denise Waugh, MD, FACEP

CASCADE OCCUPATIONAL HEALTH

www.cascadehealthsolutions.com

CEO for Cascade Health Solutions		Cheryl Boyum	228-3002
		cboyum@cascadehealth.org	
Medical Director		Richard Abraham, M.D.	228-3100
Cascade Medical Associates		ricabr@mckweb.com	
Pre-Placement Services			
Physical Examinations Medical Surveillance Drug Abuse Screening		Lora Nyburg, R.N.	228-3095
		lnyburg@cascadehealth.org	
DOT Drug Testing Breath Alcohol Testing		Mary Stine	463-7789
		marystine@comcast.net	
Occupational Health Nursing			
Bloodborne Pathogen Training & Follow Up Immunization Clinics Medical Surveillance Workplace Infection Control		Sheila Spear, R.N.	228-3096
		sspear@cascadehealth.org	
Worksite Wellness			
Health Education Cholesterol Testing Health Fairs		Sheila Spear, R.N.	228-3096
		sspear@cascadehealth.org	
Workers Action Program			
Physical Capacity Evaluations Work Tolerance Screens Ergonomic Assessments Job Analyses		Travis Hoffman, OTR	228-3132
		thoffman@cascadehealth.org	
Injury Prevention Programs			
Pre-Work Stretching Injury Prevention Presentations Fitness Management		Travis Hoffman, OTR	228-3132
		thoffman@cascadehealth.org.com	
MedExpress			
Work-site First Aid Services & Transport		Chooch Vanis	228-3009
		cvanis@cascadehealth.org	
DIRECTION for Employee Assistance			
Counseling Referrals Case Management Substance Abuse Supervisor Training Organizational Trainings		Teri Strong, PhD	345-2800
		tstrong@cascadehealth.org	

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 Employer Relations Coordinator and primary contact for these services. As the Employer Relations Coordinator, 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 21 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 is also a certified trainer for DOT drug testing and breath alcohol testing.

Sheila Spear, R.N., B.S.N., is our Occupational Health Nursing Coordinator and primary contact for these services. Sheila has worked as an occupational health nurse and public health nurse since 1985. Sheila designs and administers Healthy Employees Lifestyle Program (H.E.L.P.) for businesses statewide. She also administers bloodborne pathogens and hepatitis-B vaccination and education programs. Sheila supervises our team of Occupational Health Nurses and oversees our medical surveillance programs and specialty examinations for businesses.

Teri Strong, PhD, is the Coordinator for DIRECTION for Employee Assistance. There 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.

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. – 7:00 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	Sergeant Richard Jones	541-726-3718
City of Springfield	Ardis Belknap	541-726-3786
Country Coach	Corinna Mears	541-995-2739
Custom Cylinder	Lynne Courtney	541-689-9111
Eugene School District 4J	Dianna McElhinney	541-687-3402
Eugene Water & Electric	Laurie Muggy	541-484-2411
Hynix	Anita Goodwin	541-338-5022
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
Personnel Source	David Gibbon	541-342-5310
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
Trus Joist	Betsy Madsen	541-607-8314
Weyerhaeuser Company	Steve Kesey	541-741-5203

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 14 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 (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 respect for the individual and with professionalism. Complete confidentiality is always maintained.

Analysis of Specimens

Once collected, specimens are sent directly to Oregon Medical Laboratories 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, 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. After 100 drug tests, we automatically send three blind samples through the lab for analysis. 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 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 Oregon Medical Laboratories 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 vision testing for distance and color, hearing test, vital signs, height, weight 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 Oregon Medical Laboratories (OML) to process all drug screens. OML is Oregon's premier DHHS (formerly NIDA) certified reference laboratory located in Eugene, Oregon. With over 50 years of experience in pathology and laboratory medicine, OML provides routine and reference testing for more than 1,400 clients, including hospitals, medical centers, clinics and physicians.

In addition to being a DHHS certified laboratory, OML is also accredited by the College of American Pathologists for Forensic Urine Drug Testing. Less than 50 laboratories in the country have achieved both these certifications. All samples tested at OML undergo stringent procedures to ensure the highest degree of accuracy and legal defensibility.

OML is licensed by CLIA, number 38D0626706. The laboratory's CAP accreditation number is 24512-01 and the Forensic Urine Drugs of Abuse lab is separately accredited as number 24512-06. The DHHS certification for OML's laboratory is identification number 0306. All forensic drug testing is performed within our DHHS certified facility.

OML Laboratories is a division of PeaceHealth Inc., a not-for-profit healthcare corporation with headquarters in Bellevue, Washington. PeaceHealth owns and operates Sacred Heart Medical Center (SHMC) in Eugene and also owns and operates PeaceHealth Medical Group along with five other hospitals throughout the Pacific Northwest. 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
(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.

<u>Service Required</u>	<u>Cost Each</u>	<u>Est. Annual Number Required</u>	<u>Total Cost</u>
1. Alcohol EBT (in contractor's facility)	\$ <u>31.50</u>	<u>16</u>	\$ <u>504.00</u>
2. Urine specimen (in contractor's facility) and DOT lab analysis for drugs - includes MRO Review	\$ <u>59.25</u>	<u>155</u>	\$ <u>9,183.75</u>
3. Urine specimen (in contractor's facility) and lab analysis for Methadone - includes MRO Review	\$ <u>32.25</u>	<u>30</u>	\$ <u>967.50</u>
3a. Location of contractor facility(ies) for specimen collection	X Eugene/Springfield	___ Florence	___ Other
4. CDL Physical	\$ <u>77.00</u>	<u>100</u>	\$ <u>7,700.00</u>
4a. Location of contractor facility(ies) for CDL physicals	X Eugene/Springfield	___ Florence	___ Other
5. Job-site hepatitis antibodies blood specimen collection and lab analysis	\$ <u>71.00</u>	<u>30</u>	\$ <u>2,130.00</u>
6. Random alcohol and drug test selection, (FMCSA Required) including notifying County of selected participants and test dates	\$ <u>7.00/participant</u>	<u>100</u>	\$ <u>Varies on # of participants</u>
7. Random Methadone drug test selection, including notifying County of selected participants and test dates	\$ <u>2.00/participant</u>	<u>20</u>	\$ <u>Varies on # of participants</u>
8. Substance Abuse Professional or Employee Assistance Professional evaluation	Included as \$ <u>DIRECTION Client</u>	<u>2</u>	\$ <u>N/A</u>
9. Quarterly records report to LC PW (1 copy)	\$ <u>No Charge</u>	<u>4</u>	\$ <u>N/A</u>
10. Annual records report to LC PW (1 copy)	\$ <u>No Charge</u>	<u>1</u>	\$ <u>N/A</u>

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.

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4a. Location of contractor facility(ies) for CDL physicals	<u>X</u> Eugene/Springfield <u> </u> Florence <u> </u> Other		
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8. Substance Abuse Professional or Employee Assistance Professional evaluation	Included as \$ <u>DIRECTION Client</u>	<u>2</u>	\$ <u>N/A</u>
9. Quarterly records report to LC PW (1 copy)	\$ <u>No Charge</u>	<u>4</u>	\$ <u>N/A</u>
10. Annual records report to LC PW (1 copy)	\$ <u>No Charge</u>	<u>1</u>	\$ <u>N/A</u>

11. 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 three (3) year contract. \$ No Charge 1 \$ N/A
12. 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. \$ No Charge 1 \$ N/A

Please see attached Quote Sheet which shows pricing over 3 year contract period. 4% increase each contract year.

**Document #2
Quote Sheet**

This sheet prices the services over a three year contract period

<u>Service Required</u>		Contract Year 2008 Each/Total	Contract Year 2009 Each /Total	Contract Year 2010 Each /Total
1.	Alcohol EBT	\$31.50 /\$504.00	\$32.50/\$520.00	\$33.50/\$536.00
2.	Urine Specimen - DOT	\$59.25/\$9,183.75	\$61.50/\$9,532.50	\$63.75/\$9,881.25
3.	Urine Specimen - Methadone	\$32.25/\$967.50	\$33.50/\$1005.00	\$34.75/\$1,042.50
3a.	Location of facility	Eugene/Spfld	Eugene/Spfld	Eugene/Spfld
4.	CDL Physical	\$77.00/\$7,700	\$80.00/\$8,000	\$83.00/\$8,300
4a.	Location of facility	Eugene/Spfld	Eugene/Spfld	Eugene/Spfld
5.	Job Site Hep B Titer	\$71.00/\$2,130	\$73.00/\$2,190	\$75.00/\$2,250
6.	Random DOT selection	\$7.00/participant	\$8.00/participant	\$9.00/participant
7.	Random Methadone Selection	\$2.00/participant	\$3.00/participant	\$4.00/participant
8.	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
9.	Quarter Records Report	No Charge	No Charge	No Charge
10.	Annual Records Report	No Charge	No Charge	No Charge
11.	Workshop to train supervisors	No Charge	No Charge	No Charge
12.	Employee Question & Answer Workshop	No Charge	No Charge	No Charge

4% Increase each contract year

Item #5: Additional mileage charge to drive to Florence @ \$.65/mile

Item #6, 7: We price our random fees based on participants in the pool group – not based on how many tests are performed each year.

Item #8, 9, 10 Included in Lane County's contract with DIRECTION for Employee Assistance

Item #11,12 No charge as long as DIRECTION remains Lane County's Employee Assistance Program.

DOCUMENT #3
PROFESSIONAL INFORMATION

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

**Document #2
Quote Sheet**

This sheet prices the services over a three year contract period

Service Required		Contract Year 2008 Each/Total	Contract Year 2009 Each /Total	Contract Year 2010 Each /Total
1.	Alcohol EBT	\$31.50 /\$504.00	\$32.50/\$520.00	\$33.50/\$536.00
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3.	Urine Specimen - Methadone	\$32.25/\$967.50	\$33.50/\$1005.00	\$34.75/\$1,042.50
3a.	Location of facility	Eugene/Spfld	Eugene/Spfld	Eugene/Spfld
4.	CDL Physical	\$77.00/\$7,700	\$80.00/\$8,000	\$83.00/\$8,300
4a.	Location of facility	Eugene/Spfld	Eugene/Spfld	Eugene/Spfld
5.	Job Site Hep B Titer	\$71.00/\$2,130	\$73.00/\$2,190	\$75.00/\$2,250
6.	Random DOT selection	\$7.00/participant	\$8.00/participant	\$9.00/participant
7.	Random Methadone Selection	\$2.00/participant	\$3.00/participant	\$4.00/participant
8.	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
9.	Quarter Records Report	No Charge	No Charge	No Charge
10.	Annual Records Report	No Charge	No Charge	No Charge
11.	Workshop to train supervisors	No Charge	No Charge	No Charge
12.	Employee Question & Answer Workshop	No Charge	No Charge	No Charge

4% Increase each contract year

Item #5: Additional mileage charge to drive to Florence @ \$.65/mile

Item #6, 7: We price our random fees based on participants in the pool group – not based on how many tests are performed each year.

Item #8, 9, 10 Included in Lane County's contract with DIRECTION for Employee Assistance

Item #11,12 No charge as long as DIRECTION remains Lane County's Employee Assistance Program.